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IDAHO PUBLIC
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Qwest
Spirit of Service™

Via Overnight delivery

September 19, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

QWE-T-06-21

Re: Application for Approval of Resale Agreement between Qwest Corporation and My Choice Communications, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of a Resale Agreement between Qwest Corporation and My Choice Communications, Inc. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF QWEST CORPORATION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e)	**CASE NO.:** QWE-T-06-21 **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with My Choice Communications, Inc. ("My Choice") is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable My Choice

to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 19th day of September, 2006.

Qwest Corporation

Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of September, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	____ Hand Delivery ____ U. S. Mail __X__ Overnight Delivery ____ Facsimile ____ Email
Emily Warburton Billing Manager My Choice Communications, Inc. 1424 Yellowstone Avenue Pocatello, ID 83201	____ Hand Delivery __X__ U. S. Mail ____ Overnight Delivery ____ Facsimile ____ Email

Maura Peterson, Paralegal

RESALE AGREEMENT

Between

QWEST CORPORATION

And

MY CHOICE COMMUNICATIONS, INC.

IN THE STATE OF

IDAHO

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS 1

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION 2

SECTION 3.0 - RESELLER INFORMATION 4

SECTION 4.0 - DEFINITIONS 6

SECTION 5.0 - TERMS AND CONDITIONS 12

5.1 GENERAL PROVISIONS 12
5.2 TERM OF AGREEMENT 12
5.3 PROOF OF AUTHORIZATION (POA) 13
5.4 PAYMENT 13
5.6 INSURANCE 16
5.7 FORCE MAJEURE 16
5.8 LIMITATION OF LIABILITY 16
5.9 INDEMNITY 17
5.10 INTELLECTUAL PROPERTY 18
5.11 WARRANTIES 21
5.12 ASSIGNMENT 21
5.13 DEFAULT 21
5.14 DISCLAIMER OF AGENCY 22
5.15 SEVERABILITY 22
5.16 NONDISCLOSURE 22
5.17 SURVIVAL 24
5.18 DISPUTE RESOLUTION 24
5.19 CONTROLLING LAW 27
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 27
5.21 NOTICES 27
5.22 RESPONSIBILITY OF EACH PARTY 28
5.23 NO THIRD PARTY BENEFICIARIES 29
5.24 RESERVED FOR FUTURE USE. 29
5.25 PUBLICITY 29
5.26 EXECUTED IN COUNTERPARTS 29
5.27 COMPLIANCE 29
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 (CALEA) 29
5.29 COOPERATION 30
5.30 AMENDMENTS 30
5.31 ENTIRE AGREEMENT 30

SECTION 6.0 – RESALE 31

6.1 DESCRIPTION 31
6.2 TERMS AND CONDITIONS 31
6.3 RATES AND CHARGES 36
6.4 ORDERING PROCESS 37
6.5 BILLING 38
6.6 MAINTENANCE AND REPAIR 38

SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS 40

TABLE OF CONTENTS

SECTION 8.0 - NETWORK SECURITY 45

SECTION 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) 47

9.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING 47
9.3 MAINTENANCE AND REPAIR 58

SECTION 10.0 - DIRECTORY PUBLISHER 69

SECTION 11.0 – SERVICE PERFORMANCE 70

SECTION 12.0 - SIGNATURE PAGE 71

TABLE OF CONTENTS FOR EXHIBITS

EXHIBIT A	Rates
EXHIBIT B	Service Performance Indicators
EXHIBIT C	Reserved for Future Use
EXHIBIT D	Reserved for Future Use
EXHIBIT E	Reserved for Future Use
EXHIBIT F	Reserved for Future Use
EXHIBIT G	Change Management Process (CMP)
EXHIBIT H	Reserved for Future Use
EXHIBIT I	Reserved for Future Use
EXHIBIT J	Reserved for Future Use
EXHIBIT K	Performance Assurance Plan

Section 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between My Choice Communications, Inc. ("Reseller") an Idaho corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting Reseller, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Idaho for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the

effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or Reseller's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - Reseller INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to Reseller's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to Reseller's obtaining of ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

Operations Support Systems (OSS) and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for resold services

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify Reseller identification codes;

Determine Qwest system requirements to support Reseller's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Reseller contact lists; and

Identify Reseller hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

Section 4.0 - DEFINITIONS

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

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service 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 and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

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

> "End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Commission" means the Idaho Public Utilities Commission.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Day" means calendar days unless otherwise specified.

"Digital Signal Level" or "DSL" means one of several transmission rates in the time-division multiplex hierarchy.

"Effective Date" shall have the meaning set forth in Section 5.2

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with

stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 6.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" (IntraLATA Toll)" is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of the AGREEMENT shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Message Record" or "EMR" is the standard used for exchange of Telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as determined by the Commission or the in Qwest's Exchange and Network Services Catalogs as applicable.

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to Reseller to confirm that the Reseller Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area as determined by the Commission or the in Qwest's Exchange and Network Services Catalogs as applicable.

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual, service being requested by Reseller under Section 252(i) of the Act, and not those relating to other, services or elements in the approved Agreement. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 6.

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates, for activities Reseller requests Qwest to perform, activities Reseller authorizes, or charges that are a result of Reseller's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list."911 Service" shall have the meaning set forth in Section 6.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three (3) digit Switch entity code which is defined by the D, E, and F digits of a ten (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 9.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Parity" means the provision of non-discriminatory access to Resale, and other services provided under an Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or Reseller and "Parties" means Qwest and Reseller.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"POTS" means plain old telephone service.

"Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

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

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Resale Agreement" or "Agreement" is an agreement entered into between Qwest and Reseller for ancillary services and resale of telecommunication services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Reseller" is a category of Resellers who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 9.

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

"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 Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities Reseller or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that Reseller, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are

no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Work Locations" means any real estate that Reseller or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 Intentionally Left Blank.

5.1.3 Intentionally Left Blank.

5.1.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

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

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against Reseller for services, facilities, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services and ancillary services) and all new and additional services to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Section 252 of the Act (the Effective Date). This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor Agreement in accordance with this Section 5.2.2. Any party may request negotiation of a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor Agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, Reseller may obtain services under the terms and conditions of a then-existing AGREEMENT

or Agreement to become effective at the conclusion of the term or prior to the conclusion of the term if Reseller so chooses.

5.3 Proof of Authorization (POA)

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under

this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should Reseller or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, Reseller and Qwest shall pay all undisputed amounts due. Both Reseller and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to Reseller, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statues or commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of

orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one (1) full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve Reseller from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

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

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those End User Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges 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. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting

Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than $1,000,000 (one million dollars) each occurrence and $2,000,000 (two million dollars) general aggregate limit. Such coverage shall be written with insurers having a "Best's" rating of A- VII. Upon request each Party will provide a certificate of insurance evidencing coverage. Such certificate shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate.

5.7 Force Majeure

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

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP shall not be counted against the limit provided for in this Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or person, or for loss, damage to, or destruction of tangible

property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the

intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for Reseller to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify Reseller immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing Agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify Reseller from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license Agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying Reseller from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to Reseller.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade

name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate Agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End Users, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Reseller may use the phrase "Reseller is a Reseller of Qwest Services" (the "Authorized Phrase") in Reseller's printed materials provided:

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

5.10.6.2 Reseller's use of the Authorized Phrase does not cause End Users to believe that Reseller is Qwest.

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

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

5.10.6.5 If Qwest determines that Reseller's use of the Authorized Phrase causes End User confusion, Qwest may immediately terminate Reseller's right to use the Authorized Phrase.

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

5.10.7 Qwest and Reseller each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything

inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.11 Warranties

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

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into interconnection agreements under Section 252(i) of the Act and 47 C.F.R. § 51.809.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or

relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all

tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. 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. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

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

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

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

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

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

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

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

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and

the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Reserved For Future Use

5.16.10 The Parties further recognize and agree that the Commission may obtain any and all records of the Parties that the Commission considers necessary to fulfill its duties under Minnesota and federal law.

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive, remedy for all disputes between Qwest and Reseller arising out of this

Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or Reseller, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendancy of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual Agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding $5,000,000 (five million dollars) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2There shall be no discovery except for the exchange of documents deemed necessary by the arbitrator to an understanding and determination of the Dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the arbitrator shall remain in effect, but the enjoined Party may make an application to the arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the parties mutually agree, such other appropriate Agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated Agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the

Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

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

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

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

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by Reseller in accordance with applicable federal law and the state law of Idaho. It shall be interpreted solely in accordance with applicable federal law and the state law of Idaho.

5.20 Responsibility for Environmental Contamination

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

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where

specified in this Agreement to Qwest and Reseller at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2420
Denver, CO 80202
Email: IntAgree@qwest.com
Phone: 303-965-3029
Fax: 303-965-3527

With copy to:

Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to Reseller at the address shown below:

Emily Warburton
Billing Manager
My Choice Communications, Inc.
1424 Yellowstone Avenue
Pocatello, ID 83201
Phone: 208-234-5700
Email: Emily@corp.mychoice.cc

With copy to:

Chad Harball
Billing Manager
chad@corp.mychoice.cc

Saeid Rezaii
CEO
saeid@galazymc.com

Amir Rezaii
Vice President
amir@corp.mychoice.cc

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such

obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994 (CALEA)

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

provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 9 of this Agreement.

5.30 Amendments

5.30.1 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

Section 6.0 – RESALE

6.1 Description

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

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

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

6.2 Terms and Conditions

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

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

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

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

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

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local

Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail End User Customer.

6.2.2.5 Inside wiring maintenance plans are available for resale at Qwest retail rates with no wholesale discount. Other non-Telecommunications Services such as inside wiring installation, calling cards and CPE, are not available for resale.

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

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

6.2.2.8 Grandfathered services are available for resale by CLEC to existing End User Customers of the grandfathered product or service.

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

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have network access register and private facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities

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

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

6.2.2.11 Intentionally Left Blank.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End User Customers must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

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

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

a) Qwest's service credits to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of CLEC;

c) Intentionally Left Blank.

d) Intentionally Left Blank.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

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

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of CLEC;

c) Intentionally Left Blank.

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, CLEC may elect to continue to obtain services for resale under the existing agreements and such retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Intentionally Left Blank.

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

6.2.7 Qwest will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customer's Listings in Qwest's Directory Assistance Database and will include such Listings in Qwest's Directory Assistance Service. For additional terms and conditions for Directory Listings see Section 7 of this Agreement.

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

6.2.9 Qwest provides access to Directory Assistance Services and Operators Services with Resellers Local Exchange Lines under this agreement. Local Operator Services calls will be handled by the Qwest Operator Services platform. For CLEC specific Branding of Qwest Directory Assistance and Operator Services, terms and conditions are available by amendment to this Agreement.

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

6.2.11 When End User Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).

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

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

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

6.3 Rates and Charges

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

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

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Qwest Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings also apply.

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

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

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Qwest Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings.

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

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

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

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

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

6.4 Ordering Process

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

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

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

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User Customer Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services

6.4.5 If Qwest's retail End User Customer, or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a New Service Provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the

Current Service Provider, Qwest will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider. Qwest will not provide the Current Service Provider with the name of the New Service Provider selected by the End User Customer.

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

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

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

6.5 Billing

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

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

6.6 Maintenance and Repair

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

6.6.2 Maintenance and Repair procedures are detailed in this Agreement.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in this Agreement.

6.7 E911 Database Updates for Resale Based CLECs

6.7.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

6.7.2 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

6.8 Resale – PS/ALI Ordering

6.8.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

6.8.2 PS/ALI Billing

6.8.3 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring Billing.

SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS

7.1 Description

White Pages Directory Listings Service consists of Qwest placing the names, addresses and telephone numbers of Reseller's End User Customers in Qwest's Listings database, based on End User Customer information provided to Qwest by Reseller. Qwest is authorized to use Reseller End User Customer Listings as noted below.

7.2 Terms and Conditions

7.2.1 White Pages Directory Listings Service is provided to Reseller with Reseller's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to Reseller as described in this Section.

7.2.2 Reseller will provide to Qwest in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings.

7.2.2.1 Qwest will accept one (1) primary Listing for each main telephone number belonging to Reseller's End User Customers at no monthly recurring charge.

7.2.2.2 Reseller will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

7.2.3 Intentionally Left Blank.

7.2.4 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network Resellers Directory Listings User Document." Qwest will furnish Reseller Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to Reseller.

7.2.5 If Reseller provides its End User Customer's Listings to Qwest, Reseller grants Qwest access to Reseller's End User Customer Listings information for use in its Directory Assistance Service - and in its Directory Assistance List Service and for other lawful purposes, except that Reseller's Listings supplied to Qwest by Reseller and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate Reseller End User Customer Listings in the Directory Assistance Database. Qwest will incorporate Reseller's End User Customer Listings information in all existing and future

Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

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

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

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

7.2.8 Qwest provides non-discriminatory appearance and integration of white pages directory Listings for all Reseller's and Qwest's End User Customers. All requests for white pages directory listings, whether for Reseller or Qwest End User Customers, follow the same processes for entry into the Listings database.

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

7.2.10 Reseller's white pages directory Listings will be in the same font and size as Listings for Qwest End User Customers, and will not be separately classified.

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

7.2.12 For Reseller's End User Customers whose Listings Reseller provides to Qwest for submission to its official directory publisher, Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such Reseller End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

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

7.2.14 Intentionally Left Blank.

7.2.15 Reseller shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information. Qwest understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and Reseller represents and warrants that listings Reseller submits to Qwest reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

7.2.16 Reseller agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized or manual format, as specified by Qwest.

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

7.2.18 Prior to placing Listings orders on behalf of End User Customers, Reseller shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

7.2.19 For Listings that Reseller submits to Qwest, Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on Qwest's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

7.2.20 Qwest will provide Reseller a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in Qwest's Directory Assistance Service.

7.2.21 Reseller may review and if necessary edit its white page Listings prior to the close date for publication in the directory.

7.2.22 Reseller is responsible for all dealings with, and on behalf of, Reseller's End User Customers, including:

7.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

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

7.2.22.3 Determining privacy requirements and accurately coding the

privacy indicators for Reseller's End User Customer information (if End User Customer information provided by Reseller to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

7.2.22.4 Any additional services requested by Reseller's End User Customers.

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

7.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customers' Listings provided to Reseller are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customers' Listings information provided to Reseller including End User Customer-requested restrictions on use, such as nonpublished and nonlisted restrictions.

7.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory Listings with an Affiliate or contractor requires such Affiliate or contractor to publish the Directory Listings of Reseller contained in Qwest's Listings database so that Reseller's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's End User Customers.

7.2.25 Qwest further agrees that any arrangements for the publication of white pages directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory a notice that End User Customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

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

7.2.27 If Reseller submits its End User Customer Listings to Qwest through a service bureau or other type of third party (agent), Reseller and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to Qwest, that shall include, but not be limited to, the following terms:

7.2.27.1 That the agent is authorized by Reseller to submit Listings to

Qwest on its behalf and to work with Qwest in resolving any issues surrounding its Listing submissions; and

7.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting Reseller's End User Customers' Listings to Qwest.

7.2.27.3 Reseller's use of an agent in submitting its End User Customers' Listings to Qwest shall not alter Reseller's obligations under this Agreement and Reseller shall remain primarily liable for covenants and responsibilities under this Agreement.

7.3 Rate Elements

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

7.3.1 Primary Listings; and

7.3.2 Premium and Privacy Listings.

7.4 Ordering Process

7.4.1 Qwest provides training on white pages directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

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

7.4.3 Reseller can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

SECTION 8.0 - NETWORK SECURITY

8.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

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

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

8.4 Qwest and Reseller share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties

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

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

8.7 Reserved For Future Use8.8 Reserved For Future Use 8.9 Reserved For Future Use8.10 Reserved For Future Use8.11 Reserved For Future Use

8.12 Reserved For Future Use

8.13 Reseller shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, Reseller shall call 911 and 1-888-879-7328.

8.14 Qwest and Reseller employees, agents and vendors will display the identification/access card above the waist and visible at all times.

8.15 Revenue Protection. Qwest shall make available to Reseller all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

Section 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

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

9.1.2 Through its electronic gateways and manual processes, Qwest shall provide Reseller non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide Reseller access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide Reseller access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 9. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for Reseller to understand how to implement and use all of the available OSS functions. Qwest shall provide Reseller sufficient electronic and manual interfaces to allow Reseller equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to Reseller any internal business rules and other formatting information necessary to ensure that Reseller's requests and orders are processed efficiently. Qwest shall provide training to enable Reseller to devise its own course work for its own employees. Through its documentation available to Reseller, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

9.2 OSS Support for Pre-Ordering, Ordering and Provisioning

9.2.1 Local Service Request (LSR) Ordering Process

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

9.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

9.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Reseller to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

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

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

9.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

9.2.1.4.3 Telephone number request and selection;

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

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

9.2.1.4.6 Service address verification;

9.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

9.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

9.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

9.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

9.2.1.5 Dial-Up Capabilities

9.2.1.5.1 Intentionally Left Blank.

9.2.1.5.2 Intentionally Left Blank.

9.2.1.5.3 When Reseller requests from Qwest more than fifty (50) SecurIDs for use by Reseller Customer service representatives at a single Reseller location, Reseller shall use a T1 line instead of dial-up access at that

location. If Reseller is obtaining the line from Qwest, then Reseller shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and Reseller.

9.2.1.6 Access Service Request (ASR) Ordering Process

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

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

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

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

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

9.2.1.9.2 When Reseller places an electronic order, Qwest will provide Reseller with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide Reseller with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Reseller that the service order record has been completed, and 2) Billing completion that notifies Reseller that the service order has posted to the Billing system.

9.2.1.9.3 When Reseller places a manual order, Qwest will provide Reseller with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide Reseller with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2)

separate completion notices: 1) service order completion (SOC) which notifies Reseller that the service order record has been completed, and 2) Billing completion that notifies Reseller that the service order has posted to the Billing system.

9.2.1.9.4 When Reseller places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 9.

9.2.1.9.5 When Reseller places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 9.

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

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

9.2.2 Maintenance and Repair

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

9.2.3 Interface Availability

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

9.2.3.2 Qwest shall notify Reseller in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

9.2.4 Billing

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

9.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of

the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to Reseller.

9.2.5 Outputs

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

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

9.2.5.1 Bills

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

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

9.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated Reseller originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to Reseller with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

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

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

9.2.5.2.4 Loss Report provides Reseller with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed Resellers or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale, Unbundled Loop, and Interim Number Portability products.

9.2.5.2.5 Completion Report provides Reseller with a daily report. This report is used to advise Reseller that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

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

9.2.5.2.7 Intentionally Left Blank

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

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a web browser.

9.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for Reseller and Qwest to discuss Reseller and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for Resellers and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv)

establish intervals where appropriate in the process; (v) processes by which Reseller impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to Resellers, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling Resellers to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among Resellers and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to Resellers through the CMP, among other things, modifications to existing products and product and technical documentation available to Resellers, introduction of new products available to Resellers, discontinuance of products available to Resellers, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and Resellers in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

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

9.2.6.2 Release updates will be implemented pursuant to the CMP.

9.2.6.3 Intentionally Left Blank.

9.2.7 Reseller Responsibilities for Implementation of OSS Interfaces

9.2.7.1 Before Reseller implementation can begin, Reseller must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

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

9.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

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

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

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

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

9.2.9 Reseller Responsibilities for On-going Support for OSS Interfaces

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

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

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

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

9.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to Reseller during its development and implementation of EDI. The SATE provides Reseller the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies

Reseller's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

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

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

9.2.9.3.5 If Reseller is using EDI, Qwest shall provide Reseller with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow Reseller a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with Reseller's business plan. It is the sole responsibility of Reseller to schedule an appointment with Qwest for certification of its business scenarios. Reseller must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Reseller, it is the sole responsibility of Reseller to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate Reseller schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Reseller's schedule through the use of alternative hours.

9.2.9.4 If Reseller is using the EDI interface, Reseller must work with Qwest to certify the business scenarios that Reseller will be using in order to ensure successful transaction processing. Qwest and Reseller shall mutually agree to the business scenarios for which Reseller requires certification. Certification will be granted for the specified release of the EDI interface. If Reseller is certifying multiple products or

services, Reseller has the option of certifying those products or services serially or in parallel where Technically Feasible.

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

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

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

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

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

9.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Reseller will be required to move its implementation plan to the next release.

9.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

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

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

9.2.10 Reseller Support

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

9.2.10.2 Reseller Help Desk

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

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

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

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

9.2.10.3 Additional assistance to Reseller is available through various public web sites. These web sites provide electronic interface training information and user

documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for Reseller to gain assistance in areas involving order submission and manual processes.

9.2.11 Compensation/Cost Recovery

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

9.3 Maintenance and Repair

9.3.1 Service Levels

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

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

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

9.3.2 Branding

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

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

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

9.3.3 Service Interruptions

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

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

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

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

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

9.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to Reseller as itself, its End User Customers, its Affiliates, or any other party.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

9.3.4 Trouble Isolation

9.3.4.1 Reseller is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Reseller will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to Reseller, prior to reporting trouble to Qwest. Reseller shall have access for testing

purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with Reseller to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and Reseller will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.3.4.2 and 9.3.4.3.

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

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

9.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, or as may be provided for under -this Agreement, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for Reseller or its End User Customers.

9.3.6 Testing/Test Requests/Coordinated Testing/UNEs

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

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

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

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

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

9.3.7 Work Center Interfaces

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

9.3.8 Misdirected Repair Calls

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

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

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

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

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

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

9.3.9 Major Outages/Restoral/Notification

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

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

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

9.3.10 Protective Maintenance

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

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

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

9.3.11 Hours of Coverage

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

9.3.12 Escalations

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

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

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

9.3.13 Dispatch

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

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

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

9.3.14 Electronic Reporting

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

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

9.3.15 Intervals/Parity

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

9.3.16 Jeopardy Management

9.3.16.1 Qwest will notify Reseller, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At Reseller option, notification may be sent by email or fax through the electronic interface. Reseller may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

9.3.17 Trouble Screening

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

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

9.3.18 Maintenance Standards

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

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

9.3.19 End User Customer Interface Responsibilities

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

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

9.3.19.3 Qwest will recognize the designated Reseller/DLEC as the Customer of Record for all services ordered by Reseller/DLEC and will send all notices, invoices and

pertinent information directly to Reseller/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all Reseller/DLEC End User Customers.

9.3.20 Repair Call Handling

9.3.20.1 Manually-reported repair calls by Reseller to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

9.3.21 Single Point of Contact

9.3.21.1 Qwest will provide a single point of contact for Reseller to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to Reseller for each category of trouble situation being encountered.

9.3.22 Network Information

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

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

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

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

9.3.23 Maintenance Windows

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

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

9.3.23.3 Intentionally Left Blank.

9.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN

database, available to Reseller via Qwest's web site.

9.3.24 Switch and Frame Conversion Service Order Practices

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

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

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

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

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

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

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

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

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

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

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

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

9.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

9.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

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

these requirements will be rejected by Qwest.

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

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

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

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

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

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

Section 10.0 - Directory Publisher

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

Section 11.0 – SERVICE PERFORMANCE

11.1 Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. The PIDs, together with applicable modifications, that apply to and are governed by the Performance Assurance Plan (PAP) are presented in Appendices A and B of Exhibit K to this Agreement. Modifications of PIDs that apply to the PAP shall be made in accordance with Section 18 of Exhibit K. Only those PAP provisions applicable to Resold Services under this Agreement shall apply.

Section 12.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, Reseller adopts this AGREEMENT and upon receipt by Qwest, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

My Choice Communications, Inc.	**Qwest Corporation**
Signature	Signature
Saeid Rezaii	L.T. Christensen
Name Printed/Typed	Name Printed/Typed
Manager	Director Interconnection
Title	Title
8-21-06	8/24/06
Date	Date

Exhibit A
Idaho*

New			Recurring	Recurring, per Mile	Non-recurring	Notes REC	Notes REC, per Mile	Notes NRC
6.0 Resale			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.1 Wholesale Discount Rates								
6.1.1	Southern Idaho							
	6.1.1.1	Basic Exchange Residential Line Service	18.25%		18.25%	B		B
	6.1.1.2	Basic Exchange Business Line Service	18.25%		18.25%	B		B
	6.1.1.3	IntraLATA Toll	18.25%		18.25%	B		B
	6.1.1.4	Package/Special Services (e.g., Centrex, Discounted Line/Feature Packages, ISDN, PBX-Trunks, DSS & UAS, Frame Relay Service, LAN, MegaBit and other ACS)	18.25%		18.25%	B		B
	6.1.1.5	Listings, CO Features & Information Services	18.25%		18.25%	B		B
	6.1.1.6	Private Line	18.25%		18.25%	B		B
	6.1.1.7	Operator Services / Directory Assistance (OS/DA)	18.25%		18.25%	B		B
	6.1.1.8	Volume Packaged Services - High Volume Customers	6.65%		6.65%	B		B
	6.1.1.9	Public Access Line (PAL) Service	0.00%		0.00%	B		B
6.1.2	Northern Idaho							
	6.1.2.1	Basic Exchange Residential Line Service	19.37%		19.37%	B		B
	6.1.2.2	Basic Exchange Business Line Service / PBX	19.37%		19.37%	B		B
	6.1.2.3	IntraLATA Toll	19.37%		19.37%	B		B
	6.1.2.4	Package/Special Services (e.g., Centrex, Discounted Line/Feature Packages, ISDN, PBX-Trunks, DSS & UAS, Frame Relay Service, LAN, MegaBit and other ACS)	19.37%		19.37%	B		B
	6.1.2.5	Listings, CO Features & Information Services	19.37%		19.37%	B		B
	6.1.2.6	Private Line	19.37%		19.37%	B		B
	6.1.2.7	Operator Services / Directory Assistance (OS/DA)	19.37%		19.37%	B		B
	6.1.2.8	Volume Packaged Services - High Volume Customers	6.87%		6.87%	B		B
	6.1.2.9	Public Access Line (PAL) Service	0.00%		0.00%	B		B
6.2 Customer Transfer Charge (CTC)								
6.2.1	CTC for POTS Service							
	6.2.1.1	Manual						
		6.2.1.1.1 First Line			$16.22			B
		6.2.1.1.2 Each Additional Line			$2.27			B
	6.2.1.2	Mechanized						
		6.2.1.2.1 First Line			$0.63			B
		6.2.1.2.2 Each Additional Line			$0.12			B
6.2.2	CTC for Private Line Transport Services							
	6.2.2.1	First Circuit			$38.84			B
	6.2.2.2	Additional Circuit, per circuit, same CSR			$33.50			B
6.2.3	CTC for Advanced Communications Services, per Circuit				$46.81			B
7.0 Interconnection								
7.1 Entrance Facilities								
7.1.1	Intentionally Left Blank							
7.1.2	DS1		$103.61		$208.34	B		B
7.1.3	DS3		$524.42		$277.73	B		B
7.2 LIS EICT								
7.2.1	Per DS1		$0.00		$0.00	B		B
7.2.2	Per DS3		$0.00		$0.00	B		B
7.3 Direct Trunked Transport								
7.3.1	Intentionally Left Blank							
7.3.2	DS1 *(Recurring Fixed & per Mile)*							
	7.3.2.1	Over 0 to 8 Miles	$37.35	$1.25		B	B	
	7.3.2.2	Over 8 to 25 Miles	$37.35	$1.82		B	B	
	7.3.2.3	Over 25 to 50 Miles	$37.35	$1.89		B	B	
	7.2.3.4	Over 50 Miles	$37.35	$1.90		B	B	
7.3.3	DS3 *(Recurring Fixed & per Mile)*							
	7.3.3.1	Over 0 to 8 Miles	$257.18	$19.48		B	B	
	7.3.3.2	Over 8 to 25 Miles	$260.49	$24.24		B	B	

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
7.3.3.3 Over 25 to 50 Miles	$260.77	$26.43		B	B	
7.3.3.4 Over 50 Miles	$259.32	$26.35		B	B	
7.4 Multiplexing						
7.4.1 DS1 to DS0	$263.86		$193.30	B		B
7.4.2 DS3 to DS1	$304.22		$193.30	B		B
7.5 Trunk Nonrecurring Charges						
7.5.1 Intentionally Left Blank						
7.5.2 DS1 Interface						
7.5.2.1 First Trunk			$229.40			B
7.5.2.2 Each Additional Trunk			$5.46			B
7.5.3 DS3 Interface						
7.5.3.1 First Trunk			$235.71			B
7.5.3.2 Each Additional Trunk			$11.78			B
7.6 Exchange Service (EAS/Local) Traffic						
7.6.1 End Office Call Termination, per Minute of Use	$0.001343			###		
7.6.2 Tandem Switched Transport, Per Minute of Use	$0.000690			#		
7.6.3 Tandem Transmission, per Minute of Use *(Recurring Fixed & per Mile)*						
7.6.3.1 Over 0 to 8 Miles	$0.0004564	$0.0000367		B	B	
7.6.3.2 Over 8 to 25 Miles	$0.0004564	$0.0000367		B	B	
7.6.3.3 Over 25 to 50 Miles	$0.0004564	$0.0000367		B	B	
7.6.3.4 Over 50 Miles	$0.0004260	$0.0000144		B	B	
7.7 Local Traffic-FCC-ISP Rate Caps						
7.7.1 MOU as of June 14, 2003, rate in effect until further FCC action	$0.0007			5		
7.8 Miscellaneous Charges						
7.8.1 Expedite Charge (LIS Trunks)			Qwest's Idaho Access Service Catalog			
7.8.2 Cancellation Charge (LIS Trunks)			Qwest's Idaho Access Service Catalog			
7.8.3 Additional Testing (LIS Trunks)			Qwest's Idaho Access Service Catalog			
7.9 Transit Traffic						
7.9.1 Local Transit (Local Transit Assumed Mileage = 7 Miles)	See Tandem Switching and Tandem Transmission Rates Above.	See Tandem Switching and Tandem Transmission Rates Above.				
7.9.2 IntraLATA Transit Toll (IntraLATA Transit Toll Assumed Mileage = 7 Miles)	Qwest's Idaho Access Service Catalog	Qwest's Idaho Access Service Catalog				
7.9.3 Jointly Provided Switched Access	Qwest's Idaho Access Service Catalog	Qwest's Idaho Access Service Catalog				
7.9.4 Category 11 Mechanized Record Charge, per Record	$0.0014877			B		
8.0 Collocation						
8.1 All Collocation						
8.1.1 Planning and Engineering						
8.1.1.1 Intentionally Left Blank						
8.1.1.2 Cable Augment Quote Preparation Fee			$1,284.30			B
8.1.2 Entrance Facility						
8.1.2.1 Standard Shared, per Fiber	$5.44		$616.32	B		B
8.1.2.2 Cross Connect, per Fiber	$5.56		$722.65	B		B
8.1.2.3 Express, per Cable	$88.19		$9,009.73	B		B
8.1.3 Cable Splicing						

Exhibit A
Idaho*

				Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
8.1.3.1	Fiber - Per Set-Up					$399.93			B
8.1.3.2	Per Fiber Spliced					$37.15			B
8.1.4	Power Usage								
8.1.4.1	-48 Volt DC Power Usage, per Ampere, per Month								
	8.1.4.1.1	Power Plant							
		8.1.4.1.1.1	Power Plant - Less than 60 Amps	$10.64			B		
		8.1.4.1.1.2	Power Plant - Equal to or Greater Than 60 Amps	$8.42			B		
	8.1.4.1.2	Power Usage							
		8.1.4.1.2.1	Power Usage 60 Amps or Less, per Amp	$2.47			B		
		8.1.4.1.2.2	Power Usage More Than 60 Amps, per Amp	$4.93			B		
8.1.5	AC Power Feed								
8.1.5.1	AC Power Feed, per Amp, per Month								
	8.1.5.1.1	120 V		$16.09			B		
	8.1.5.1.2	208 V, Single Phase		$27.89			B		
	8.1.5.1.3	208 V, Three Phase		$48.25			B		
	8.1.5.1.4	240 V, Single Phase		$32.19			B		
	8.1.5.1.5	240 V, Three Phase		$55.68			B		
	8.1.5.1.6	480 V, Three Phase		$111.35			B		
8.1.5.2	AC Power Feed, per Foot, per Month								
	8.1.5.2.1	20 Amp, Single Phase		$0.0084		$7.43	B		B
	8.1.5.2.2	20 Amp, Three Phase		$0.0105		$9.22	B		B
	8.1.5.2.3	30 Amp, Single Phase		$0.0091		$8.02	B		B
	8.1.5.2.4	30 Amp, Three Phase		$0.0125		$11.01	B		B
	8.1.5.2.5	40 Amp, Single Phase		$0.0107		$9.43	B		B
	8.1.5.2.6	40 Amp, Three Phase		$0.0147		$12.97	B		B
	8.1.5.2.7	50 Amp, Single Phase		$0.0127		$11.18	B		B
	8.1.5.2.8	50 Amp, Three Phase		$0.0177		$15.61	B		B
	8.1.5.2.9	60 Amp, Single Phase		$0.0144		$12.64	B		B
	8.1.5.2.10	60 Amp, Three Phase		$0.0204		$17.97	B		B
	8.1.5.2.11	100 Amp, Single Phase		$0.0178		$15.66	B		B
	8.1.5.2.12	100 Amp, Three Phase		$0.0277		$24.44	B		B
8.1.6	Inspector Labor, per Half Hour								
8.1.6.1	Regular Hours Rate					$28.25			B
8.1.6.2	After Hours Rate, minimum 3 hours					$37.88			B
8.1.7	Channel Regeneration								
8.1.7.1	DS1 Regeneration			$0.00		$0.00	6		6
8.1.7.2	DS3 Regeneration			$0.00		$0.00	6		6
8.1.8	Collocation Terminations								
8.1.8.1	Shared Access								
	8.1.8.1.1	DS0							
		8.1.8.1.1.1	Cable Placement, per 100 Pair Block	$0.2262		$208.61	B		B
		8.1.8.1.1.2	Cable Placement, per Termination	$0.0090		$4.12	B		B
		8.1.8.1.1.3	Cable, per 100 Pair Block	$0.3304		$304.71	B		B
		8.1.8.1.1.4	Cable, per Termination	$0.0066		$4.50	B		B
		8.1.8.1.1.5	Blocks, per 100 Pair Block	$0.5730		$528.42	B		B
		8.1.8.1.1.6	Blocks, per Termination	$0.0115		$8.62	B		B
		8.1.8.1.1.7	Block Placement, per 100 Pair Block	$0.2381		$219.55	B		B
		8.1.8.1.1.8	Block Placement, per Termination	$0.0048		$3.69	B		B
	8.1.8.1.2	DS1							
		8.1.8.1.2.1	Cable Placement, per 28 DS1s	$0.4111		$362.14	B		B
		8.1.8.1.2.2	Cable Placement, per Termination	$0.0442		$38.94	B		B
		8.1.8.1.2.3	Cable, per 28 DS1s	$0.3993		$351.74	B		B
		8.1.8.1.2.4	Cable, per Termination	$0.0429		$37.82	B		B
		8.1.8.1.2.5	Panel, per 28 DS1s	$0.2742		$241.59	B		B
		8.1.8.1.2.6	Panel, per Termination	$0.0330		$29.04	B		B
		8.1.8.1.2.7	Panel Placement, per 28 DS1s	$0.0847		$74.58	B		B
		8.1.8.1.2.8	Panel Placement, per Termination	$0.0091		$8.02	B		B
	8.1.8.1.3	DS3							
		8.1.8.1.3.1	Cable Placement, per Termination	$0.1521		$134.00	B		B
		8.1.8.1.3.2	Cable, per Termination	$0.2578		$227.14	B		B
		8.1.8.1.3.3	Panel / Connector, per Termination	$0.2625		$231.21	B		B
		8.1.8.1.3.4	Panel / Connector Placement, per Termination	$0.0204		$18.01	B		B
	8.1.8.1.4	Fiber Termination							

Exhibit A
Idaho*

		Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
8.1.8.1.4.1	Terminations, per 12 Fibers	$26.24		$1,513.88	B		B
8.1.8.1.4.2	Additional Connector (if applicable)	$0.47		$411.65	B		B
8.1.8.1.4.3	Cable Racking - Shared, per 12 Fibers	$26.47			B		
8.1.8.1.4.4	Cable Racking - Dedicated	$1.63		$1,433.96	B		B
8.1.9	Security Charge						
8.1.9.1	Per Employee, per Card	$0.86			B		
8.1.9.2	Card Access, per Employee, per Office	$7.00			B		
8.1.9.3	Central Office Security Infrastructure	ICB		ICB	3		3
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization – Composite Clock, per Port	$7.44			B		
8.1.11	Intentionally Left Blank						
8.1.12	Space Availability Charge			$313.63			B
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of the Nonrecurring Fee			
8.1.14	Collocation Space Option Administration Fee			$1,107.35			B
8.1.15	Collocation Space Option Fee, per Square Foot	$2.00			B		
8.2	**Virtual Collocation**						
8.2.1	Planning and Engineering Fees						
8.2.1.1	Quote Preparation Fee			$3,146.41			B, 7
8.2.2	Maintenance Labor, per Half Hour						
8.2.2.1	Regular Hours Rate			$29.01			B
8.2.2.2	After Hours Rate			$39.00			B
8.2.3	Training Labor, per Half Hour						
8.2.3.1	Regular Hours Rate			$29.01			B
8.2.4	Bay Space						
8.2.4.1	Equipment Bay, per Shelf	$4.17			B		
8.2.4.2	Virtual Space Construction, Initial Bay Provided	$20.15		$17,749.07	B		B
8.2.4.3	Each Additional Bay Space	$3.24		$2,854.33	B		B
8.2.4.4	Virtual Cable Racking, per Shelf	$0.44		$384.59	B		B
8.2.5	Engineering Labor, per Half Hour						
8.2.5.1	Regular Hours Rate			$32.94			B
8.2.5.2	After Hours Rate			$43.31			B
8.2.6	Installation Labor, per Half Hour						
8.2.6.1	Regular Hours Rate			$31.77			B
8.2.6.2	After Hours Rate			$41.32			B
8.2.7	Rent						
8.2.7.1	Floor Space Lease, per Square Foot	$2.70			B		
8.2.7.2	Rent, per Shelf	$4.05			B		
8.2.8	Intentionally Left Blank						
8.2.9	Power Plant						
8.2.9.1	-48 DC Power Cable						
8.2.9.1.1	20 Amp Power Feed	$4.52		$3,985.41	B		B
8.2.9.1.2	30 Amp Power Feed	$5.15		$4,537.67	B		B
8.2.9.1.3	40 Amp Power Feed	$6.22		$5,480.42	B		B
8.2.9.1.4	60 Amp Power Feed	$11.02		$9,706.03	B		B
8.2.9.1.5	100 Amp Power Feed	$18.58		$16,370.51	B		B
8.2.9.1.6	200 Amp Power Feed	$34.59		$30,473.53	B		B
8.2.9.1.7	300 Amp Power Feed	$54.39		$47,917.87	B		B
8.2.9.1.8	400 Amp Power Feed	$77.23		$68,037.02	B		B
8.3	**Cageless Physical Collocation**						
8.3.1	Planning and Engineering Fee						
8.3.1.1	Quote Preparation Fee			$3,146.41			B, 7
8.3.2	Space Construction and Site Preparation						
8.3.2.1	Site Preparation Fee			ICB			3
8.3.2.2	2 Bays	$23.39		$20,603.40	B		B

Exhibit A
Idaho*

				Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
	8.3.2.3	Intentionally Left Blank							
	8.3.2.4	Intentionally Left Blank							
	8.3.2.5	Space Construction for Each Additional Bay		$3.24		$2,854.33	B		B
	8.3.2.6	Adjustment for Single Bay - Change to Standard Design		($3.24)		($2,854.33)	B		B
	8.3.2.7	DC Power Cable							
		8.3.2.7.1	20 Amp Power Feed	$4.52		$3,985.41	B		B
		8.3.2.7.2	30 Amp Power Feed	$5.15		$4,537.67	B		B
		8.3.2.7.3	40 Amp Power Feed	$6.22		$5,480.42	B		B
		8.3.2.7.4	60 Amp Power Feed	$11.02		$9,706.03	B		B
		8.3.2.7.5	100 Amp Power Feed	$18.58		$16,370.51	B		B
		8.3.2.7.6	200 Amp Power Feed	$34.59		$30,473.53	B		B
		8.3.2.7.7	300 Amp Power Feed	$54.39		$47,917.87	B		B
		8.3.2.7.8	400 Amp Power Feed	$77.23		$68,037.02	B		B
8.3.3	Floor Space Lease, per Square Foot			$2.70			B		
8.4	**Caged Physical Collocation**								
8.4.1	Planning and Engineering Fee								
	8.4.1.1	Quote Preparation Fee				$3,185.58			B, 7
8.4.2	Space Construction and Site Preparation								
	8.4.2.1	Site Preparation Fee				ICB			3
	8.4.2.2	Intentionally Left Blank							
	8.4.2.3	Intentionally Left Blank							
	8.4.2.4	Space Construction							
		8.4.2.4.1	Cage Up to 100 Sq. Ft.	$38.51		$33,927.76	B		B
		8.4.2.4.2	Cage - 101 Sq. Ft. to 200 Sq. Ft.	$34.18		$30,113.98	B		B
		8.4.2.4.3	Cage - 201 Sq. Ft. to 300 Sq. Ft.	$42.18		$37,154.11	B		B
		8.4.2.4.4	Cage - 301 Sq. Ft. to 400 Sq. Ft.	$44.18		$38,922.82	B		B
	8.4.2.5	Intentionally Left Blank							
	8.4.2.6	Intentionally Left Blank							
	8.4.2.7	DC Power Cable							
		8.4.2.7.1	20 Amp Power Feed	$5.62		$4,954.85	B		B
		8.4.2.7.2	30 Amp Power Feed	$6.20		$5,457.64	B		B
		8.4.2.7.3	40 Amp Power Feed	$7.41		$6,526.00	B		B
		8.4.2.7.4	60 Amp Power Feed	$12.23		$10,772.79	B		B
		8.4.2.7.5	100 Amp Power Feed	$19.90		$17,531.29	B		B
		8.4.2.7.6	200 Amp Power Feed	$37.04		$32,634.30	B		B
		8.4.2.7.7	300 Amp Power Feed	$58.25		$51,315.56	B		B
		8.4.2.7.8	400 Amp Power Feed	$82.71		$72,861.29	B		B
8.4.3	Space Construction - Fencing Credit								
	8.4.3.1	Cage Up to 100 Sq. Ft.		($10.07)		($5,723.12)	B		B
	8.4.3.2	Cage 101 - 200 Sq. Ft.		($12.70)		($7,135.89)	B		B
	8.4.3.3	Cage 201 - 300 Sq. Ft.		($14.47)		($8,015.26)	B		B
	8.4.3.4	Cage 301 - 400 Sq. Ft.		($16.15)		($8,851.38)	B		B
8.4.4	Floor Space Lease, per Square Foot			$2.70			B		
8.4.5	Intentionally Left Blank								
8.4.6	Intentionally Left Blank								
8.4.7	Intentionally Left Blank								
8.4.8	Grounding								
	8.4.8.1	2 / 0 AWG, per Foot		$0.0097		$8.52	B		B
	8.4.8.2	1 / 0 AWG, per Foot		$0.0170		$14.99	B		B
	8.4.8.3	4 / 0 AWG, per Foot		$0.0200		$17.64	B		B
	8.4.8.4	350 kcmil, per Foot		$0.0258		$22.77	B		B
	8.4.8.5	500 kcmil, per Foot		$0.0299		$26.35	B		B
	8.4.8.6	750 kcmil, per Foot		$0.0456		$40.17	B		B
8.5	**Adjacent Collocation**					ICB			3
8.6	**Remote Collocation**								
8.6.1	Physical & Virtual Remote Collocation								
	8.6.1.1	Space (per Standard Mounting Unit)		$0.57		$665.47	B		B
	8.6.1.2	FDI Terminations (per 25 Pair)		$0.35		$484.90	B		B
	8.6.1.3	Power Usage							

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
8.6.1.3.1 Power Usage 60 Amps or Less, per Amp	$2.47			B		
8.6.1.3.2 Power Usage More Than 60 Amps, per Amp	$4.93			B		
8.6.1.4 Quote Preparation Fee			$1,064.52			B
8.6.2 Adjacent Remote Collocation						
8.6.2.1 Adjacent Remote Collocation (New)			ICB			3
8.6.2.2 Adjacent Remote Collocation (Existing)						
8.6.2.2.1 Space (per Standard Mounting Unit)	$0.57		$665.47	B		B
8.6.2.2.2 FDI Terminations (per 25 Pair)	$0.35		$484.90	B		B
8.6.2.2.3 Power Usage						
8.6.2.2.3.1 Power Usage 60 Amps or Less, per Amp	$2.47			B		
8.6.2.2.3.2 Power Usage More Than 60 Amps, per Amp	$4.93			B		
8.6.2.2.4 Quote Preparation Fee			$1,064.52			B
8.6.3 Additional Virtual Remote Collocation Elements						
8.6.3.1 Flat Charge, per Job			$36.16			B
8.6.3.2 Engineering Rate, per Half Hour			$35.65			B
8.6.3.3 Maintenance, per Half Hour			$29.40			B
8.6.3.4 Installation, per Half Hour			$29.40			B
8.6.3.5 Training, per Half Hour			$29.40			B
8.7 CLEC to CLEC						
8.7.1 Design Engineering & Installation						
8.7.1.1 Flat Charge (Design Engineering - No Cables)			$634.76			B
8.7.1.2 Fiber Flat Charge			$1,229.81			B
8.7.2 Cable Racking, Per Foot						
8.7.2.1 DS0, per Foot, per Cable	$0.11848			B		
8.7.2.2 DS1, per Foot, per Cable	$0.13075			B		
8.7.2.3 DS3, per Foot, per Cable	$0.10234			B		
8.7.2.4 Fiber, per Foot, per Fiber	$0.93313			B		
8.7.3 Virtual Connections (if applicable – Connections only: No cables)						
8.7.3.1 DS0 (Per 100 Connections)			$194.39			B
8.7.3.2 DS1 (Per 28 Connections)			$91.54			B
8.7.3.3 DS3 (Per 1 Connection)			$5.90			B
8.7.3.4 Fiber Connections, per Fiber Spliced			$37.15			B
8.7.4 Cable Hole (if Applicable)			$386.89			B
8.7.5 CLEC to CLEC Cross Connection			$201.36			B
8.8 Interconnection Distribution Frame (ICDF) Collocation			ICB			3
8.9 Application to Request Cancellation			No Charge			
8.10 Microwave Collocation			Under Development			
8.11 Intentionally Left Blank						
8.12 Intentionally Left Blank						
8.13 DC Power Reduction						
8.13.1 Quote Preparation Fee			$703.70			B
8.13.2 Power Reduction Less than 60 Amps			$494.45			B
8.13.3 Power Reduction Equal to 60 Amps			$706.91			B
8.13.4 Power Reduction Greater than 60 Amps, per Amp			$895.31			B
8.13.5 Power On / Off			$621.09			B
8.13.6 Battery Distribution Fuse Board (BDFB) Rent	$64.59			B		
8.14 Collocation Transfer of Responsibility						
8.14.1 Intentionally Left Blank						
9.14.2 Assessment Fee			$1,036.00			B
9.14.3 Network Systems Administration Fee			$1,586.00			B
8.15 Intentionally Left Blank						
9.0 Unbundled Network Elements (UNEs)						
9.1 Interconnection Tie Pairs (ITP) – Per Termination						
9.1.1 DS0	$0.38			B		
9.1.2 DS1	$1.24			B		
9.1.3 DS3	$14.76			B		

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.2 Unbundled Loops						
9.2.1 Analog Loops			See 9.2.4			
9.2.1.1 2-Wire Voice Grade Loop						
9.2.1.1.1 Zone 1	$15.65			##		
9.2.1.1.2 Zone 2	$23.76			##		
9.2.1.1.3 Zone 3	$40.50			##		
9.2.1.2 Intentionally Left Blank						
9.2.1.3 4-Wire Voice Grade Loop						
9.2.1.3.1 Zone 1	$30.70			##		
9.2.1.3.2 Zone 2	$46.63			##		
9.2.1.3.3 Zone 3	$79.47			##		
9.2.2 Nonloaded Loops			See 9.2.4			
9.2.2.1 2-Wire Nonloaded Loop						
9.2.2.1.1 Zone 1	$15.65			##		
9.2.2.1.2 Zone 2	$23.76			##		
9.2.2.1.3 Zone 3	$40.50			##		
9.2.2.2 Intentionally Left Blank						
9.2.2.3 4-Wire Nonloaded Loop						
9.2.2.3.1 Zone 1	$30.70			##		
9.2.2.3.2 Zone 2	$46.63			##		
9.2.2.3.3 Zone 3	$79.47			##		
9.2.2.4 Loop Unloading	$9.00			A, 8		
9.2.2.5 Loop Conditioning	$22.00			A, 8		
9.2.3 Digital Capable Loops						
9.2.3.1 Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4			
9.2.3.1.1 Zone 1	$15.65			##		
9.2.3.1.2 Zone 2	$23.76			##		
9.2.3.1.3 Zone 3	$40.50			##		
9.2.3.2 Intentionally Left Blank						
9.2.3.3 DS1 Capable Loop			See 9.2.5			
9.2.3.3.1 Zone 1	$86.48			##		
9.2.3.3.2 Zone 2	$86.46			##		
9.2.3.3.3 Zone 3	$99.96			##		
9.2.3.4 DS3 Capable Loop			See 9.2.6			
9.2.3.4.1 Zone 1	$941.95			##		
9.2.3.4.2 Zone 2	$955.04			##		
9.2.3.4.3 Zone 3	$1,264.56			##		
9.2.3.5 OC - n Capable Loop			See 9.2.7			
9.2.3.5.1 OC - 3	$924.94			1		
9.2.3.5.2 OC - 12	$1,314.57			B		
9.2.3.5.3 OC - 48	$3,528.38			B		
9.2.3.6 2-Wire Extension Technology	$22.00			A		
9.2.4 Loop Installation Charges for 2 & 4 wire Analog / Non-Loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.	See 9.2.1 & 9.2.2					
9.2.4.1 Basic Installation						
9.2.4.1.1 First			$11.03			A
9.2.4.1.2 Each Additional			$6.07			A
9.2.4.2 Basic Installation with Performance Testing						
9.2.4.2.1 First Loop			$17.72			A
9.2.4.2.2 Each Additional			$8.99			A
9.2.4.3 Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1 First Loop			$171.87			#
9.2.4.3.2 Each Additional			$94.09			#
9.2.4.4 Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1 First Loop			$59.81			#

				Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
		9.2.4.4.2	Each Additional			$53.32			#
	9.2.4.5	Basic Installation with Cooperative Testing							
		9.2.4.5.1	First Loop			$142.10			#
		9.2.4.5.2	Each Additional			$94.09			#
9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
	9.2.5.1	Basic Installation							
		9.2.5.1.1	First Loop			$128.71			B
		9.2.5.1.2	Each Additional			$99.73			B
	9.2.5.2	Basic Installation with Performance Testing							
		9.2.5.2.1	First Loop			$279.37			B
		9.2.5.2.2	Each Additional			$212.57			B
	9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.5.3.1	First Loop			$316.94			B
		9.2.5.3.2	Each Additional			$222.40			B
	9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
		9.2.5.4.1	First Loop			$135.78			B
		9.2.5.4.2	Each Additional			$106.79			B
	9.2.5.5	Basic Installation with Cooperative Testing							
		9.2.5.5.1	First Loop			$272.24			B
		9.2.5.5.2	Each Additional			$195.68			B
9.2.6	DS3 Loop Installation Charges			See 9.2.3.4					
	9.2.6.1	Basic Installation							
		9.2.6.1.1	First Loop			$128.71			B
		9.2.6.1.2	Each Additional			$99.73			B
	9.2.6.2	Basic Installation with Performance Testing							
		9.2.6.2.1	First Loop			$279.37			B
		9.2.6.2.2	Each Additional			$212.57			B
	9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.6.3.1	First Loop			$316.94			B
		9.2.6.3.2	Each Additional			$222.40			B
	9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
		9.2.6.4.1	First Loop			$135.78			B
		9.2.6.4.2	Each Additional			$106.79			B
	9.2.6.5	Basic Installation with Cooperative Testing							
		9.2.6.5.1	First Loop			$272.24			B
		9.2.6.5.2	Each Additional			$195.68			B
9.2.7	OC - 3, 12, 48 Loop Installation Charges			See 9.2.3.5					
	9.2.7.1	Basic Installation							
		9.2.7.1.1	First Loop			$128.71			B
		9.2.7.1.2	Each Additional Loop			$99.73			B
	9.2.7.2	Basic Installation with Performance Testing							
		9.2.7.2.1	First Loop			$279.37			B
		9.2.7.2.2	Each Additional Loop			$212.57			B
	9.2.7.3	Coordinated Installation with Cooperative Testing							
		9.2.7.3.1	First Loop			$316.94			B
		9.2.7.3.2	Each Additional Loop			$222.40			B
	9.2.7.4	Coordinated Installation without Cooperative Testing							
		9.2.7.4.1	First Loop			$135.78			B
		9.2.7.4.2	Each Additional Loop			$106.79			B
	9.2.7.5	Basic Installation with Cooperative Testing							
		9.2.7.5.1	First Loop			$272.24			B
		9.2.7.5.2	Each Additional Loop			$195.68			B
9.2.8	Private Line to Unbundled Loop Conversions					$34.50			B

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.3 Subloop						
9.3.1 2-Wire Distribution Loop (Applies to both Analog and Nonloaded)						
9.3.1.1 First			$107.92			1
9.3.1.2 Each Additional			$29.62			1
9.3.1.3 First & Each Additional 2-Wire Distribution Loop						
9.3.1.3.1 Zone 1	$11.00			##		
9.3.1.3.2 Zone 2	$16.70			##		
9.3.1.3.3 Zone 3	$27.57			1		
9.3.2 Intentionally Left Blank						
9.3.3 Intra-Building Cable Loop, Per Pair	$0.70			1		
9.3.3.1 No Dispatch, First			$51.97			1
9.3.3.2 No Dispatch, Each Additional			$21.32			1
9.3.3.3 Dispatch, First			$98.14			1
9.3.3.4 Dispatch, Each Additional			$31.62			1
9.3.4 Feeder Loop						
9.3.4.1 DS1 Capable Feeder Loop						
9.3.4.1.1 First			$310.96			1
9.3.4.1.2 Each Additional			$221.16			1
9.3.4.1.3 First & Each Additional DS1 Capable Feeder Loop						
9.3.4.1.3.1 Zone 1	$77.20			##		
9.3.4.1.3.2 Zone 2	$77.17			##		
9.3.4.1.3.3 Zone 3	$90.68			##		
9.3.5 MTE Terminal Subloop Access						
9.3.5.1 Subloop MTE - POI Site Inventory (per request)			$110.46			1
9.3.5.2 MTE - POI Rearrangement of Facilities			ICB			3
9.3.5.3 MTE - POI Construction of New SPOI	ICB			3		
9.3.6 Intentionally Left Blank						
9.3.7 Field Connection Point (FCP)						
9.3.7.1 Feasibility Fee / Quote Preparation Fee			$1,197.07			1
9.3.7.2 FCP Reclassification			$463.26			1
9.3.8 Intentionally Left Blank						
9.3.9 Intentionally Left Blank						
9.3.10 Intentionally Left Blank						
9.3.11 Construction Fee			ICB			3
9.4 Shared Services						
9.4.1 Shared Loop, per Loop	$0.00		$33.79	#		1
9.4.2 UNE - P Line Splitting						
9.4.2.1 Basic Installation Charge for UNE-P Line Splitting			$33.79			1
9.4.3 Loop Splitting						
9.4.3.1 Basic Installation Charge for Loop Splitting			$33.79			1
9.4.4 OSS, per Line, per Month	$3.23			1		
9.4.5 Reclassification Charge			ICB			3
9.4.6 Splitter Shelf Charge	$4.15		$503.72	1		1
9.4.7 Splitter TIE Cable Connections						
9.4.7.1 Splitter in the Common Area--Data to 410 block	$3.05		$2,689.07	B		B
9.4.7.2 Splitter in the Common Area—Data direct to CLEC	$3.24		$2,850.97	B		B
9.4.7.3 Splitter on the IDF - Data to 410 Block	$0.95		$834.92	B		B
9.4.7.4 Splitter on the IDF - Data direct to CLEC	$1.84		$1,623.47	B		B
9.4.7.5 Splitter on the MDF—Data to 410 block	$0.98		$861.91	B		B
9.4.7.6 Splitter on the MDF - Data direct to CLEC	$2.18		$1,922.42	B		B
9.4.8 Engineering			$1,079.85			B
9.5 Network Interface Device (NID)	$0.51		$52.76	A, 10		B
9.6 Unbundled Dedicated Interoffice Transport (UDIT)						
9.6.1 DS0 UDIT *(Recurring Fixed & per Mile)*			$241.74			B
9.6.1.1 Over 0 to 8 Miles	$24.67	$0.29		B	B	

Exhibit A
Idaho*

		Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
9.6.1.2	Over 8 to 25 Miles	$24.69	$0.23		B	B	
9.6.1.3	Over 25 to 50 Miles	$24.86	$0.15		B	B	
9.6.1.4	Over 50 Miles	$24.69	$0.05		B	B	
9.6.2	DS1 UDIT *(Recurring Fixed & per Mile)*			$284.52			B
9.6.2.1	Over 0 to 8 Miles	$36.43	$3.20		B	B	
9.6.2.2	Over 8 to 25 Miles	$37.26	$3.19		B	B	
9.6.2.3	Over 25 to 50 Miles	$39.12	$1.81		B	B	
9.6.2.4	Over 50 Miles	$37.77	$0.78		B	B	
9.6.3	DS3 UDIT *Recurring Fixed & per Mile)*			$284.52			B
9.6.3.1	Over 0 to 8 Miles	$238.61	$54.07		B	B	
9.6.3.2	Over 8 to 25 Miles	$242.03	$16.78		B	B	
9.6.3.3	Over 25 to 50 Miles	$223.90	$21.34		B	B	
9.6.3.4	Over 50 Miles	$235.64	$14.83		B	B	
9.6.4	OC-3 UDIT *(Recurring Fixed & per Mile)*			$295.08			B
9.6.4.1	Over 0 to 8 Miles	$763.70	$36.60		B	B	
9.6.4.2	Over 8 to 25 Miles	$763.70	$36.60		B	B	
9.6.4.3	Over 25 to 50 Miles	$763.70	$36.60		B	B	
9.6.4.4	Over 50 Miles	$763.70	$66.83		B	B	
9.6.5	OC-12 UDIT *(Recurring Fixed & per Mile)*			$295.08			B
9.6.5.1	Over 0 to 8 Miles	$2,163.61	$72.66		B	B	
9.6.5.2	Over 8 to 25 Miles	$2,163.61	$72.66		B	B	
9.6.5.3	Over 25 to 50 Miles	$2,163.61	$72.66		B	B	
9.6.5.4	Over 50 Miles	$2,163.61	$135.97		B	B	
9.6.6	OC-48 UDIT *(Recurring Fixed & per Mile)*			$295.08			B
9.6.6.1	Over 0 to 8 Miles	$4,420.99	$183.75		B	B	
9.6.6.2	Over 8 to 25 Miles	$4,420.99	$183.75		B	B	
9.6.6.3	Over 25 to 50 Miles	$4,420.99	$183.75		B	B	
9.6.6.4	Over 50 Miles	$4,420.99	$346.28		B	B	
9.6.7	UDIT DS0 Channel Performance						
9.6.7.1	DS0 UDIT Low Side Channelization	$13.10			B		
9.6.7.2	DS1 / DS0 Low Side Channelization	$7.47		$191.93	B		B
9.6.8	UDIT Multiplexing (Stand Alone)						
9.6.8.1	DS1 to DS0	$263.86		$238.03	B		B
9.6.8.2	DS3 to DS1	$304.22		$1,996.96	B		B
9.6.9	Extended Unbundled Dedicated Interoffice Transport						
9.6.9.1	DS1 E-UDIT	$80.91		$339.63	B		B
9.6.9.2	DS3 E-UDIT	$371.60		$347.84	B		B
9.6.9.3	OC-3 E-UDIT	$819.83		$412.63	B		B
9.6.9.4	OC-12 E-UDIT	$1,256.78		$427.89	B		B
9.6.9.5	OC-48 E-UDIT	$3,299.92		$413.07	B		B
9.6.10	Remote Node / Remote Port						
9.6.10.1	OC-3 Remote Node						
9.6.10.1.1	Remote Node	$476.02			B		
9.6.10.1.2	DS1 Remote Port	$3.65		$198.88	B		B
9.6.10.1.3	DS3 Remote Port	$49.20		$198.88	B		B
9.6.10.2	OC-12 Remote Node						
9.6.10.2.1	Remote Node	$894.86			B		
9.6.10.2.2	DS1 Remote Port	$12.67		$198.88	B		B
9.6.10.2.3	DS3 Remote Port	$33.09		$198.88	B		B
9.6.10.2.4	OC-3 Remote Port	$103.94		$198.88	B		B
9.6.10.3	OC-48 Remote Node						
9.6.10.3.1	Remote Node	$3,207.38			B		
9.6.10.3.2	DS3 Remote Port	$22.34		$198.88	B		B
9.6.10.3.3	OC-3 Remote Port	$121.66		$198.88	B		B
9.6.10.3.4	OC-12 Remote Port	$479.45		$198.88	B		B
9.6.11	UDIT Rearrangement						
9.6.11.1	DS0 Single Office			$164.40			B
9.6.11.2	DS0 Dual Office			$206.79			B
9.6.11.3	High Capacity Single Office			$221.94			B
9.6.11.4	High Capacity Dual Office			$249.30			B
9.7	**Unbundled Dark Fiber (UDF)**						

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.7.1 Initial Records Inquiry (IRI)						
9.7.1.1 Simple			$196.02			B
9.7.1.2 Complex			$251.07			B
9.7.2 Field Verification and Quote Preparation (FVQP)			$907.28			B
9.7.3 Field Verification (Engineering Verification)			$297.03			B
9.7.4 UDF - Single Strand						
9.7.4.1 UDF - Interoffice Facility (UDF-IOF) - Single Strand						
9.7.4.1.1 Order Charge, per First Strand / Route / Order			$492.60			B
9.7.4.1.2 Order Charge, Each Additional Strand / Same Route			$255.66			B
9.7.4.1.3 Fiber Transport, per Strand / Mile	$50.87			9		
9.7.4.1.4 Termination, Fixed, per Strand / Office / Termination	$4.80			B		
9.7.4.1.5 Fiber Cross-Connect, per Strand / Office	$2.39		$19.38	B		B
9.7.4.2 UDF-Loop Charges - Single Strand						
9.7.4.2.1 Order Charge, per First Strand / Route / Order			$492.60			B
9.7.4.2.2 Order Charge, Each Additional Strand / Same Route			$255.66			B
9.7.4.2.3 Fiber Loop, per Strand / Route	$88.98			B		
9.7.4.2.4 Termination, Fixed, per Strand / Office	$4.83			B		
9.7.4.2.5 Termination, Fixed, per Strand / Premise	$3.94			B		
9.7.4.2.6 Fiber Cross-Connect, per Strand / Office	$2.71		$19.38	B		B
9.7.4.3 Extended Unbundled Dark Fiber (E-UDF) - Single Strand						
9.7.4.3.1 Order Charge, per First Strand / Route / Order			$492.60			B
9.7.4.3.2 Order Charge, Each Additional Strand / Same Route			$255.66			B
9.7.4.3.3 Fiber Transport, per Route / Strand	$96.82			B		
9.7.4.3.4 Termination, Fixed, per Strand / Office	$4.83			B		
9.7.4.3.5 Termination, Fixed, per Strand / Premise	$3.94			B		
9.7.4.3.6 Fiber Cross-Connect, per Pair	$2.71		$19.38	B		B
9.7.5 UDF - per Pair						
9.7.5.1 UDF-IOF Charges - per Pair						
9.7.5.1.1 Order Charge, per First Pair / Route / Order			$492.60			B
9.7.5.1.2 Order Charge, Each Additional Pair / Same Route			$255.66			B
9.7.5.1.3 Fiber Transport, per Pair / Mile	$66.15			B		
9.7.5.1.4 Termination, Fixed, per Pair / Office / Termination	$7.31			B		
9.7.5.1.5 Fiber Cross-Connect, per Pair / Office	$4.43		$19.38	B		B
9.7.5.2 UDF-Loop Charges - per Pair						
9.7.5.2.1 Order Charge, per First Pair / Route / Order			$492.60			B
9.7.5.2.2 Order Charge, Each Additional-Pair / Same Route			$255.66			B
9.7.5.2.3 Fiber Loop, per Route / per Pair	$131.32			B		
9.7.5.2.4 Termination, Fixed, per Pair / Office	$7.39			B		
9.7.5.2.5 Termination, Fixed, per Pair / Premise	$6.29			B		
9.7.5.2.6 Fiber Cross-Connect, per Pair / Office	$3.92		$19.38	B		B
9.7.5.3 Extended Unbundled Dark Fiber (E-UDF)						
9.7.5.3.1 Order Charge, per First Pair / Route / Order			$492.60			B
9.7.5.3.2 Order Charge, Each Additional-Pair / Same Route			$255.66			B
9.7.5.3.3 Fiber Transport, per Route / Per Pair	$131.60			B		
9.7.5.3.4 Termination, Fixed Per Pair / Office	$7.39			B		
9.7.5.3.5 Termination Fixed Per Pair / Premise	$6.29			B		
9.7.5.3.6 Fiber Cross-Connect, per Pair	$3.92		$19.38	B		B
9.7.6 Dark Fiber Splice			$602.60			B
9.8 Shared Transport						
9.8.1 Per Minute of Use	$0.001110			#		
9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)						
9.9.1 DS1 Port	ICB		ICB	3		3
9.9.2 DS3 Port	ICB		ICB	3		3
9.9.3 Dial Up Access	ICB			3		
9.9.4 Attendant Access	ICB			3		
9.9.5 Virtual Ports			ICB			3
9.10 Local Tandem Switching						
9.10.1 DS1 Local Message Trunk Port, per Order			$187.90			1
9.10.2 DS1 Trunk Group						
9.10.2.1 First Trunk, per Order			$209.74			1
9.10.2.2 Each Additional Trunk, per Order			$21.95			1
9.10.3 Per Minute of Use	$0.000690			#		

Exhibit A
Idaho*

				Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.11	**Local Switching**								
9.11.1	Ports								
	9.11.1.1	Analog Line Side Port							
		9.11.1.1.1	First Port	$1.34		$10.21	A		A
		9.11.1.1.2	Each Additional Port	$1.34		$5.49	A		A
	9.11.1.2	Digital Line Side Port (Supporting BRI ISDN), First & Each Additional		$12.53		$205.70	B		B
	9.11.1.3	Digital Trunk Ports							
		9.11.1.3.1	PBX / DID Trunk Port, per DS0	$2.43		$213.14	B		B
		9.11.1.3.2	DS1 Local Message Trunk Port	$39.58		$205.33	1		1
		9.11.1.3.3	Message Trunk Group, First Trunk			$176.18			B
		9.11.1.3.4	Message Trunk Group, Each Additional			$37.66			B
		9.11.1.3.5	DS1 PRI ISDN Trunk Port	$198.19		$611.49	B		B
	9.11.1.4	DS0 Analog Trunk Port							
		9.11.1.4.1	First Port	$14.56		$115.60	B		B
		9.11.1.4.2	Each Additional Port	$14.56		$31.71	B		B
	9.11.1.5	Local Usage, per Minute of Use		$0.001343			##		
9.11.2	Vertical Features								
	9.11.2.1	**Basic Features**					11		
		9.11.2.1.1	Account Codes - per System			$77.41			B
		9.11.2.1.2	Attendant Access Line, per Station Line			$1.12			B
		9.11.2.1.3	Audible Message Waiting			$0.98			B
		9.11.2.1.4	Authorization Codes,- per System			$231.08			B
		9.11.2.1.5	Automatic Line			$0.33			B
		9.11.2.1.6	Automatic Route Selection - Common Equipment, per System			$2,015.21			B
		9.11.2.1.7	Call Drop			$0.23			B
		9.11.2.1.8	Call Exclusion - Automatic			$0.70			B
		9.11.2.1.9	Call Exclusion - Manual			$0.46			B
		9.11.2.1.10	Call Forwarding: Busy Line / Don't Answer Programmable Service			$11.27			B
		9.11.2.1.11	Call Forwarding: Don't Answer / Call Forwarding Busy Customer			$0.62			B
		9.11.2.1.12	Call Waiting Indication,- per Timing State			$0.70			B
		9.11.2.1.13	Centrex Common Equipment			$1,370.25			1
		9.11.2.1.14	Call Forwarding Busy Line - Incoming Only			$20.63			B
		9.11.2.1.15	Call Forwarding Don't Answer Incoming Only			$20.63			B
		9.11.2.1.16	CLASS - Continuous Redial			$1.28			B
		9.11.2.1.17	CLASS - Last Call Return			$1.29			B
		9.11.2.1.18	CLASS - Priority Calling			$1.21			B
		9.11.2.1.19	CLASS - Selective Call Forwarding			$1.28			B
		9.11.2.1.20	CLASS - Selective Call Rejection			$1.21			B
		9.11.2.1.21	Direct Station Selection / Busy Lamp Field, per Arrangement			$0.24			B
		9.11.2.1.22	Directed Call Pickup with Barge-in			$13.01			B
		9.11.2.1.23	Directed Call Pickup without Barge-in			$13.87			B
		9.11.2.1.24	Distinctive Ring/Distinctive Call Waiting			$27.74			B
		9.11.2.1.25	Expensive Route Warning Tone, per System			$49.48			B
		9.11.2.1.26	Facility Restriction Level, per System			$30.44			B
		9.11.2.1.27	Group Intercom			$0.31			B
		9.11.2.1.28	Hot Line, per Line			$1.05			B
		9.11.2.1.29	Hunting: Multiposition Hunt Queuing			$29.25			B
		9.11.2.1.30	Hunting: Multiposition with Announcement in Queue			$31.72			B
		9.11.2.1.31	Hunting: Multiposition with Music in Queue			$28.04			B
		9.11.2.1.32	ISDN Short Hunt			$1.17			B
		9.11.2.1.33	Loudspeaker Paging, per Trunk Group			$183.60			B
		9.11.2.1.34	Make Busy Arrangements, per Group			$0.53			B
		9.11.2.1.35	Make Busy Arrangements, per Line			$0.53			B
		9.11.2.1.36	Message Center, per Main Station Line			$0.31			B
		9.11.2.1.37	Message Waiting Visual			$0.31			B
		9.11.2.1.38	Music On Hold, per System			$20.75			B
		9.11.2.1.39	Privacy Release			$0.42			B
		9.11.2.1.40	Query Time			$0.31			B
		9.11.2.1.41	Station Camp-On Service, per Main Station			$0.31			B
		9.11.2.1.42	Time of Day Control for ARS, per System			$95.48			B
		9.11.2.1.43	Time of Day NCOS Update			$0.41			B
		9.11.2.1.44	Time of Day Routing, per Line			$0.46			B
		9.11.2.1.45	Trunk Verification from Designated Station			$0.35			B
		9.11.2.1.46	UCD in Hunt Group, per Line			$0.64			B
		9.11.2.1.47	SMDR-P - Service Establishment Charge, Initial Installation			$323.33			B
		9.11.2.1.48	SMDR-P - Archived Data			$170.75			B

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
9.11.2.2 Premium Port - Additional Charge	$3.42			B, 12		
9.11.2.2.1 CMS - System Establishment - Initial Installation			$962.10			B
9.11.2.2.2 CMS - System Establishment, Subsequent Installation			$481.05			B
9.11.2.2.3 CMS - Packet Control Capability, per System			$481.05			B
9.11.2.2.4 Conference Calling - Meet Me			$32.24			B
9.11.2.2.5 Conference Calling - Preset			$32.24			B
9.11.2.2.6 Conference Calling - Station Dial (6-Way)			$47.48			B
9.11.2.3 CLASS Call Trace, per Occurrence			$1.43			B
9.11.3 Subsequent Order Charge			$12.17			B
9.11.4 Local Switching - Market Based Rates	These rates are only available in Zone 1 Wire Centers		These rates are only available in Zone 1 Wire Centers			
9.12 Customized Routing						
9.12.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			$235.69			B
9.12.2 Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			$237.70			B
9.12.3 All Other Custom Routing	ICB		ICB	3		3
9.13 Common Channel Signaling/SS7						
9.13.1 CCSAC STP Port	$208.05		$368.44	B		B
9.13.2 CCSAC Options Activation Charge						
9.13.2.1 Basic Translations						
9.13.2.1.1 First Activation, per Order			$100.81			B
9.13.2.1.2 Each Additional Activation, per Order			$8.06			B
9.13.2.2 CCSAC Options Database Translations						
9.13.2.2.1 First Activation, per Order			$116.93			B
9.13.2.2.2 Each Additional Activation, per Order			$53.92			B
9.13.3 Signal Formulation, ISUP, per Call Set-Up Request	$0.000524			B		
9.13.4 Signal Transport, ISUP, per Call Set-Up Request	$0.000176			B		
9.13.5 Signal Transport, TCAP, per Data Request	$0.000019			B		
9.13.6 Signal Switching, ISUP, per Call Set-Up Request	$0.000983			B		
9.13.7 Signal Switching, TCAP, per Data Request	$0.000837			B		
9.14 Advanced Intelligent Network (AIN)						
9.14.1 AIN Customized Services (ACS)			ICB			3
9.14.2 AIN Platform Access (APA)	ICB		ICB	3		3
9.14.3 AIN Query Processing, per Query	ICB			3		
9.15 Line Information Database (LIDB)						
9.15.1 LIDB Storage			No Charge			
9.15.2 Line Validation Administration System Access (LVAS)			ICB			3
9.15.2.1 LIDB Line Record Initial Load						
9.15.2.1.1 Up to 20,000 Line Records			$2,601.00			B
9.15.2.1.2 Over 20,000 Line Records			ICB			3
9.15.2.2 Mechanized Service Account Update, per Addition or Update Processed			ICB			3
9.15.2.3 Individual Line Record Audit			ICB			3
9.15.2.4 Account Group Audit			ICB			3
9.15.2.5 Expedited Request Charge for Manual Updates			ICB			3
9.15.3 LIDB Query Service, per Query	$0.0008230			B		
9.15.4 Fraud Alert Notification, per Alert	No Charge					
9.16 8XX Database Query Service						
9.16.1 Basic Query, per Query	$0.0130355			B		
9.16.2 POTS Translation	$0.00000048			B		
9.16.3 Call Handling & Destination Feature	$0.00000145			B		
9.17 ICNAM, Per Query	$0.000768			B		
9.18 Intentionally Left Blank						
9.19 Construction Charges	ICB		ICB	3		3

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non- recurring	REC	REC per Mile	NRC
9.20 Miscellaneous Charges						
9.20.1 Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1 Additional Engineering – Basic			$31.74			B
9.20.1.2 Additional Engineering – Overtime			$39.61			B
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1 Additional Labor Installation – Overtime			$9.02			B
9.20.2.2 Additional Labor Installation – Premium			$18.05			B
9.20.3 Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1 Additional Labor Other – Basic			$27.70			B
9.20.3.2 Additional Labor Other – Overtime			$36.98			B
9.20.3.3 Additional Labor Other – Premium			$46.29			B
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1 Testing and Maintenance – Basic			$29.40			B
9.20.4.2 Testing and Maintenance – Overtime			$38.57			B
9.20.4.3 Testing and Maintenance – Premium			$49.16			B
9.20.5 Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1 Maintenance of Service – Basic			$28.86			B
9.20.5.2 Maintenance of Service – Overtime			$36.98			B
9.20.5.3 Maintenance of Service – Premium			$46.29			B
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1 Additional Cooperative Acceptance Testing – Basic			$29.40			B
9.20.6.2 Additional Cooperative Acceptance Testing – Overtime			$39.28			B
9.20.6.3 Additional Cooperative Acceptance Testing – Premium			$49.16			B
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1 Nonscheduled Cooperative Testing - Basic			$29.40			B
9.20.7.2 Nonscheduled Cooperative Testing – Overtime			$39.28			B
9.20.7.3 Nonscheduled Cooperative Testing – Premium			$49.09			B
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1 Nonscheduled Manual Testing – Basic			$29.40			B
9.20.8.2 Nonscheduled Manual Testing – Overtime			$39.28			B
9.20.8.3 Nonscheduled Manual Testing – Premium			$49.16			B
9.20.9 Intentionally Left Blank						
9.20.10 Intentionally Left Blank						
9.20.11 Additional Dispatch			$87.98			B
9.20.12 Date Change			$10.82			B
9.20.13 Design Change			$73.99			B
9.20.14 Expedite Charge			ICB			3
9.20.15 Cancellation Charge			ICB			3
9.21 Channel Regeneration						
9.21.1 DS1	$0.00		$0.00	6		6
9.21.2 DS3	$0.00		$0.00	6		6
9.22 Intentionally Left Blank						
9.23 UNE Combinations						
9.23.1 Intentionally Left Blank						
9.23.2 UNE-P Conversion Nonrecurring Charges						
9.23.2.1 UNE-P POTS, Centrex, Analog PBX , Mechanized						
9.23.2.1.1 First			$0.63			B
9.23.2.1.2 Each Additional			$0.12			B
9.23.2.2 UNE-P POTS, Centrex, PAL, Analog PBX, Manual						
9.23.2.2.1 First			$16.22			B
9.23.2.2.2 Each Additional			$2.27			B
9.23.2.3 UNE-P PBX DID Trunks						
9.23.2.3.1 First			$28.84			1
9.23.2.3.2 Each Additional			$2.73			1
9.23.2.4 UNE-P ISDN BRI						
9.23.2.4.1 First			$30.66			1

Exhibit A
Idaho*

				Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
		9.23.2.4.2	Each Additional			$2.73			1
	9.23.2.5	UNE-P ISDN PRI, DSS per DS1 Facility				$27.93			1
	9.23.2.6	UNE-P ISDN PRI, DSS - per Trunk							
		9.23.2.6.1	First			$28.84			1
		9.23.2.6.2	Each Additional			$2.73			1
9.23.3	UNE-P New Connection Nonrecurring Charges								
	9.23.3.1	UNE-P POTS, Centrex, Analog PBX, Mechanized							
		9.23.3.1.1	First			$57.72			1
		9.23.3.1.2	Each Additional			$15.69			1
	9.23.3.2	UNE-P POTS, Centrex, PAL, Analog PBX, Manual							
		9.23.3.2.1	First			$82.30			1
		9.23.3.2.2	Each Additional			$18.28			1
	9.23.3.3	UNE - P PBX DID - per Trunk				$15.21			1
	9.23.3.4	UNE - P ISDN BRI				$272.96			1
	9.23.3.5	UNE - P Trunks							
		9.23.3.5.1	DSS Basic Trunk - In Only, Out Only, or Two 2-Way			$74.29			1
		9.23.3.5.2	DSS, ISDN PRI Advanced Trunk - In only w / DID & Hunting, or 2-Way w / DID, Hunting & Answer Supervision			$73.83			1
		9.23.3.5.3	DSS, ISDN PRI Advanced Trunk - Out Only w/Answer Supervision			$74.46			1
	9.23.3.6	Facilities for UNE - P DSS, UNE - P ISDN PRI							
		9.23.3.6.1	DS1 Loop Facility			$279.37			1
		9.23.3.6.2	DS3 Loop Facility			$279.37			1
									1
	9.23.3.7	UNE - P PRI Configurations							
		9.23.3.7.1	UNE-P PRI Dedicated PRI 23 + D			$596.25			1
		9.23.3.7.2	UNE-P PRI Dedicated PRI 24B			$576.50			1
		9.23.3.7.3	UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E			$575.65			1
9.23.4	**Miscellaneous UNE-P DID Trunks Charges**								
	9.23.4.1	UNE-P Complex Translations Digits Outpulsed Change Signaling				$15.22			1
	9.23.4.2	UNE-P DID Complex Translations Signaling Change				$35.52			1
	9.23.4.3	UNE-P DID Block Compromise				$25.53			1
	9.23.4.4	UNE-P DID Group of 20 Numbers				$31.36			1
	9.23.4.5	UNE-P DID Reserve Sequential # Block				$25.38			1
	9.23.4.6	UNE-P DID Reserve Nonsequential Telephone Numbers				$23.67			1
	9.23.4.7	UNE-P DID Nonsequential Telephone Numbers				$33.18			1
9.23.5	UNE - P Qwest DSL					See applicable Qwest Retail Tariff, Catalog, or Price List			
9.23.6	UNE Combinations - Loop MUX Combinations (LMC)								
	9.23.6.1	Interconnection Tie Pair (ITP), per Termination							
		9.23.6.1.1	DS1	$1.24			B		
		9.23.6.1.2	DS3	$14.76			B		
	9.23.6.2	Loop MUX 2-Wire Analog							
		9.23.6.2.1	LMC 2-Wire Installation						
			9.23.6.2.1.1 First			$225.67			1
			9.23.6.2.1.2 Each Additional			$148.96			1
		9.23.6.2.2	2-Wire Analog Loop (uses rates from 9.2.1.1)						
			9.23.6.2.2.1 Zone 1	$15.65			##		
			9.23.6.2.2.2 Zone 2	$23.76			##		
			9.23.6.2.2.3 Zone 3	$40.50			##		
	9.23.6.3	Loop MUX 4-Wire Analog							
		9.23.6.3.1	LMC 4-Wire Installation						
			9.23.6.3.1.1 First			$225.67			1
			9.23.6.3.1.2 Each Additional			$148.96			1
		9.23.6.3.2	4-Wire Analog Loop (uses rates from 9.2.1.3)						
			9.23.6.3.2.1 Zone 1	$30.70			##		
			9.23.6.3.2.2 Zone 2	$46.63			##		
			9.23.6.3.2.3 Zone 3	$79.47			##		

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.23.6.4 DS1 Loop MUX						
9.23.6.4.1 LMC DS1 Loop Installation						
9.23.6.4.1.1 First			$285.08			1
9.23.6.4.1.2 Each Additional			$209.98			1
9.23.6.4.2 DS1 Capable Loop (uses rates from 9.2.3.3)						
9.23.6.4.2.1 Zone 1	$86.48			##		
9.23.6.4.2.2 Zone 2	$86.46			##		
9.23.6.4.2.3 Zone 3	$99.96			##		
9.23.6.5 Private Line to Loop MUX Conversion			$34.50			B
9.23.6.6 LMC Multiplexing						
9.23.6.6.1 DS1 to DS0	$263.86		$193.30	B		B
9.23.6.6.2 DS3 to DS1	$304.22		$193.30	B		B
9.23.6.7 DS0 Channel Performance						
9.23.6.7.1 DS1 / DS0 Low Side Channelization	$7.47			1		
9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.1 EEL DS0 2-Wire Analog						
9.23.7.1.1 EEL 2-Wire Loop Installation						
9.23.7.1.1.1 First			$245.11			1
9.23.7.1.1.2 Each Additional			$182.97			1
9.23.7.1.2 2-Wire Analog Loop (uses rates from 9.2.1.1)						
9.23.7.1.2.1 Zone 1	$15.65			#		
9.23.7.1.2.2 Zone 2	$23.76			#		
9.23.7.1.2.3 Zone 3	$40.50			#		
9.23.7.2 EEL DS0 4-Wire Analog						
9.23.7.2.1 EEL 4-Wire Loop Installation						
9.23.7.2.1.1 First			$245.11			1
9.23.7.2.1.2 Each Additional			$182.97			1
9.23.7.2.2 4-Wire Analog Loop (uses rates from 9.2.1.3)						
9.23.7.2.2.1 Zone 1	$30.70			#		
9.23.7.2.2.2 Zone 2	$46.63			#		
9.23.7.2.2.3 Zone 3	$79.47			#		
9.23.7.3 EEL DS1						
9.23.7.3.1 EEL DS1 Loop Installation						
9.23.7.3.1.1 First			$300.49			1
9.23.7.3.1.2 Each Additional			$225.39			1
9.23.7.3.2 DS1 Capable Loop (uses rates from 9.2.3.3)						
9.23.7.3.2.1 Zone 1	$86.48			#		
9.23.7.3.2.2 Zone 2	$86.46			#		
9.23.7.3.2.3 Zone 3	$99.96			#		
9.23.7.4 EEL DS3						
9.23.7.4.1 EEL DS3 Loop Installation						
9.23.7.4.1.1 First			$323.61			1
9.23.7.4.1.2 Each Additional			$248.51			1
9.23.7.4.2 DS3 Capable Loop (uses rates from 9.2.3.4)						
9.23.7.4.2.1 Zone 1	$941.95			#		
9.23.7.4.2.2 Zone 2	$955.04			#		
9.23.7.4.2.3 Zone 3	$1,264.56			#		
9.23.7.5 Intentionally Left Blank						
9.23.7.6 Private Line to EEL Conversion			$34.50			B
9.23.7.7 Intentionally Left Blank						
9.23.7.8 EEL Transport						
9.23.7.8.1 DS0 *(Recurring Fixed & per Mile)*						
9.23.7.8.1.1 Over 0 to 8 Miles	$24.67	$0.29		1	1	
9.23.7.8.1.2 Over 8 to 25 Miles	$24.69	$0.23		1	1	
9.23.7.8.1.3 Over 25 to 50 Miles	$24.86	$0.15		1	1	
9.23.7.8.1.4 Over 50 Miles	$24.69	$0.05		1	1	
9.23.7.8.2 DS1 *(Recurring Fixed & per Mile)*						
9.23.7.8.2.1 Over 0 to 8 Miles	$36.43	$3.20		1	1	
9.23.7.8.2.2 Over 8 to 25 Miles	$37.26	$3.19		1	1	
9.23.7.8.2.3 Over 25 to 50 Miles	$39.12	$1.81		1	1	
9.23.7.8.2.4 Over 50 Miles	$37.77	$0.78		1	1	

Exhibit A
Idaho*

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
9.23.7.8.3 DS3 *(Recurring Fixed & per Mile)*						
9.23.7.8.3.1 Over 0 to 8 Miles	$238.61	$54.07		1	1	
9.23.7.8.3.2 Over 8 to 25 Miles	$242.03	$16.78		1	1	
9.23.7.8.3.3 Over 25 to 50 Miles	$223.90	$21.34		1	1	
9.23.7.8.3.4 Over 50 Miles	$235.64	$14.83		1	1	
9.23.7.9 Intentionally Left Blank						
9.23.7.10 EEL Multiplexing						
9.23.7.10.1 DS1 to DS0	$263.86		$246.92	B		1
9.23.7.10.2 DS3 to DS1	$304.22		$246.92	B		1
9.23.7.11 DS0 Channel Performance						
9.23.7.11.1 DS0 Low Side Channelization	$13.10			1		
9.23.7.11.2 DS1 / DS0 Low Side Channelization	$7.47			1		
9.23.7.12 Concentration Capability			ICB			3
9.24 Unbundled Packet Switching						
9.24.1 Unbundled Packet Switch Customer Channel						
9.24.1.1 DSLAM (and Splitter) Functionality	$21.92			1		
9.24.1.2 Virtual Transport	$3.70			1		
9.24.2 Customer Channel Shared Distribution Subloop			$61.22			1
9.24.3 Unbundled Packet Switch Interface Port						
9.24.3.1 DS1	$158.74		$210.35	1		1
9.24.3.2 DS3	$272.77		$210.35	1		1
10.0 Ancillary Services						
10.1 Local Number Portability						
10.1.1 LNP Queries	See FCC Tariff #1 Section 13 & 20					
10.1.2 LNP Managed Cuts						
10.1.2.1 Standard Managed Cuts, per Person, per Half Hour			$26.57			B
10.1.2.2 Overtime Managed Cuts, per Person, per Half Hour			$34.38			B
10.1.2.3 Premium Managed Cuts, per Person, per Half Hour			$42.21			B
10.2 911/E911						
10.2.1 911 / E911	No Charge		No Charge			
10.3 White Pages Directory Listings, Facility Based Providers						
10.3.1 Primary Listing	No Charge		No Charge			
10.3.2 Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
10.4 Directory Assistance, Facility Based Providers						
10.4.1 Local Directory Assistance, per Call	$0.55			B		
10.4.2 National Directory Assistance, per Call	$0.55			B		
10.4.3 Call Branding, Set- Up and Recording			$35,000.00			B
10.4.4 Loading Brand, per Switch			$500.00			B
10.4.5 Call Completion Link, per Call	$0.0893			B		
10.5 Directory Assistance List Information						
10.5.1 Initial Database Load, per Listing	$0.025			B		
10.5.2 Reload of Database, per Listing	$0.020			B		
10.5.3 Daily Updates, per Listing	$0.250			B		
10.5.4 One-time Set-Up Fee			$73.29			B
10.5.5 Media Charges for File Delivery						
10.5.5.1 Electronic Transmission	$0.0020			B		
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for	$30.00			B		
10.5.5.3 Shipping Charges (for tape delivery)			ICB			3
10.6 Toll and Assistance Operator Services, Facility Based Providers,						
10.6.1 **Option A** – Per Message						
10.6.1.1 Operator Handled Calling Card	$1.45			B		
10.6.1.2 Machine Handled Calling Card	$0.60			B		
10.6.1.3 Station Call	$1.50			B		

Exhibit A
Idaho*

		Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
10.6.1.4	Person Call	$3.50			B		
10.6.1.5	Connect to Directory Assistance	$0.75			B		
10.6.1.6	Busy Line Verify, per Call	$0.72			B		
10.6.1.7	Busy Line Interrupt	$0.87			B		
10.6.1.8	Operator Assistance, per Call	$0.50			B		
10.6.2	**Option B** – Per Operator Work Second and Computer Handled Calls						
10.6.2.1	Operator Handled, per Operator Work Second	$0.02800			B		
10.6.2.2	Machine Handled, per Call	$0.25000			B		
10.6.2.3	Call Branding, Set-Up & Recording			$10,500.00			B
10.6.2.4	Loading Brand/Per Switch			$800.00			B
10.7	**Access to Poles, Ducts, Conduits and Rights of Way (ROW)**						
10.7.1	Pole Inquiry Fee, per Inquiry			$341.63			1
10.7.2	Innerduct Inquiry Fee, per Inquiry			$233.51			1
10.7.3	ROW Inquiry Fee, per Inquiry			$378.87			1
10.7.4	ROW Document Preparation Fee			$122.91			1
10.7.5	Field Verification Fee, per Pole			$20.48			1
10.7.6	Field Verification Fee, per Manhole			$190.89			1
10.7.7	Planner Verification, per Manhole			$16.52			1
10.7.8	Manhole Verification Inspector, per Manhole			$92.18			1
10.7.9	Manhole Make-Ready Inspector, per Manhole			$245.82			1
10.7.10	Transfer of Responsibility			$106.86			1
10.7.11	Pole Attachment Fee, per Foot, per Year	$2.77			B, 4		
10.7.12	Innerduct Occupancy Fee, per Foot, per Year	$0.31			B, 4		
10.7.13	Access Agreement Consideration			$10.00			B
10.7.14	Make Ready			ICB			3
12.0 Operational Support Systems							
12.1	Development and Enhancements, per Order			$5.00			B
12.2	Ongoing Maintenance, per Order			$1.40			B
12.3	Daily Usage Record File, per Record	$0.000419			B		
12.4	Trouble Isolation Charge			See 9.20			
17.0 Bona Fide Request Process							
17.1	Processing Fee			$1,851.86			B

NOTES:

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:

A AT&T Arbitration Docket USW-T-96-15, Order No 27738, effective September 17, 1998.

B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.

Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/10/02. Reductions reflected in the 5/24/02 Exhibit A.

Second Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/7/02. Reductions reflected in the 7/10/02 Exhibit A.

Third Voluntary Rate Reduction, Docket USW-T-00-3, effective 12/16/02, Reductions reflected in the 10/16/02 Exhibit A

[1] TELRIC rates proposed in Cost Docket QWE-1-01-11 testimony filed on November 12, 2003. The case was bifurcated and the rates using this footnote are proposed in Phase 2 of the cost docket.

[2] Market-based rates.

[3] ICB, Individual Case Basis pricing.

[4] The State of Idaho has retained the oversight on these rates. These rates are not under the jurisdiction of the FCC.

[5] FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001.

[6] Effective August 1, 2003, Qwest will no longer bill the recurring and nonrecurring charges for Channel Regeneration. Qwest reserves the right to revert back to the contractual rate only after appropriate notice is given.

[7] The preliminary Quote Preparation Fees (QPF) are included in the space construction charges. Upon completion of the collocation construction, the QPF will be credited to the final space construction charge for the virtual, caged or cageless collocation job. These engineering and planning charges are also included in the Virtual, Caged and Cageless Quote Preparation Fees.

[8] Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest Retail DSL offering. In order to permit CLECs to provision their own xDSL Capable Loops, Qwest in now re-instituting the charge to continue Conditioning for the 2/4-Wire Unbundled Loop, ADSL Compatible Unbundled Loop, ISDN (BRI) Capable Unbundled Loop, xDSL-I Capable Unbundled Loop, Non-Commercial Line Sharing, Line Splitting, Non-Commercial Shared Distribution Loop and Loop Splitting, effective 3/14/05. Qwest can't bill the REC rate structure, but will bill customers the lower of the two rates.

[9] Qwest is voluntarily reducing this rate in order to keep rate relationship with the Fiber Transport "per Pair" rate element.

[10] Qwest has not implemented this UNE rate or charge in its billing system but reserves the right to assess such a charge in the future.

[11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only basic Vertical Switch Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Vertical Switch Features not listed are included in the cost of the switch port and have a rate of zero for both recurring and nonrecurring charges.

	Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC

[12] The Premium Port monthly recurring charge applies in addition to the Analog or Digital Line Side Port recurring charges when Premium Features are ordered with analog or digital ports.

Qwest

Spirit of Service

Service Performance Indicator Definitions (PID)

14-State 271 PID Version 8.1

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 8.1

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.