

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 used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including U S WEST or other third party offerings, guides or practices), statute, regulation, rule or tariff applies to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by U S WEST or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop U S WEST 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, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 2.2 shall be considered part of the rates, terms and conditions of each interconnection service and network element arrangement contained in this Agreement, and this Section 2.2 shall be considered legitimately related to the purchase of each interconnection service and network element arrangement contained in this Agreement.

6.2.9 If U S WEST provides and CLEC accepts operator services, directory assistance, or intralATA long distance as a part of the basic exchange resold line, such services will be offered with standard U S WEST branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of U S WEST. However, at the request of CLEC and where technically feasible, U S WEST will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions outlined in Sections 10.5 and 10.7.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intralATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and U S WEST shall disclaim any liability for CLEC's improper PIC change requests.

6.2.11 When end users switch from U S WEST 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 central office, such end users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event U S WEST terminates the provisioning of any resold services to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to CLEC's end users. U S WEST will provide notice to CLEC of U S WEST'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 only 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, U S WEST will review such requests on a case-by-case basis and determine if it is economically feasible for U S WEST to build or enhance facilities. If U S WEST decides to build or enhance the requested facilities, U S WEST 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 U S WEST retail end users. 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 The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. This Agreement at Exhibit A generally incorporates the Wholesale Discount Rate proposed by U S WEST in the Generic Cost Docket, Docket Number UT-960369. If the Commission takes any action to adjust the rates contained herein, including adopting a wholesale discount rate in the Cost Docket, U S WEST will make a compliance filing to incorporate the adjusted rates into this Agreement. Upon the compliance filing by U S WEST, the Parties will abide by the adjusted rates on a going-forward basis.

9.23.3.13 In the event U S WEST terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to CLEC's end users. U S WEST shall only be required to notify CLEC of U S WEST's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.14 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end users contacting U S WEST will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit U S WEST from discussing its products and services with CLEC's end users who call U S WEST.

9.23.3.15 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in Section 9.11.2.5.1.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CLEC's Agreement and Exhibit A for both recurring and non-recurring application.

9.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CLEC's Agreement and Exhibit A.

9.23.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, U S WEST will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by U S WEST, the Parties will abide by the adjusted rates on a going-forward basis.

9.23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by U S WEST end users.