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USWEST

VIA COURIER

October 10, 1997

**Mr. Steve McLellan, Executive Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive, S.W.
Olympia, Washington 98504**

**RE: Washington Interconnection Agreement Between Marathon
Communications, Inc. and U S WEST Communications, Inc.**

Dear Mr. McLellan:

Enclosed for filing and Commission approval are eight (8) copies of an "Agreement to Adopt Arbitrated Interconnection Agreement" between U S WEST Communications, Inc. ("U S WEST") and Marathon Communications, Inc. ("Marathon"). Also enclosed are eight (8) copies of the executed Interconnection Agreement between the parties.

U S WEST and Marathon have been negotiating to reach an interconnection and resale agreement under the terms of the Telecommunications Act of 1996. U S WEST and Marathon have now agreed that Marathon will adopt the previously arbitrated and approved TCG Seattle ("TCG") agreement (Docket No. UT-960326) in its entirety. The three page "Agreement to Adopt Arbitrated Interconnection Agreement" sets forth the parties' understanding and agreement in this regard. The signed interconnection agreement is the exact agreement approved by this Commission on November 8, 1996, except that Marathon's name has been inserted in place of TCG's, and the Marathon addresses for notices (XXIX, page 66), replace the TCG addresses.

U S WEST and Marathon jointly request expedited Commission approval of the agreement. Given that the TCG agreement was previously approved by the

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Commission, the parties suggest that it would be appropriate to set this item on the consent agenda of the next public meeting.

Sincerely,



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For Marathon Communications, Inc.

Enclosures

cc: Marcos Melendez, President (Marathon) w/o encs.
Douglas G. Bonner, Esq. (Marathon) w/o encs.
Kathy Fleming, Executive Director (USWC) w/o encs.

**INTERCONNECTION AGREEMENT BETWEEN
MARATHON COMMUNICATIONS, INC.**

AND

**U S WEST
COMMUNICATIONS, INC.**

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of this 1st day of September, 1997, is between Marathon Communications, Inc. ("Marathon"), a Delaware corporation and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

RECITALS

WHEREAS, a major purpose of the Telecommunications Act of 1996 ("TA 1996") is to permit and encourage the vigorous competition that provides widespread consumer choice and less government regulation in all segments of the telecommunications industry; and

WHEREAS, this Agreement is intended to promote independent, facilities-based local exchange competition by encouraging the rapid and efficient interconnection of competing local exchange service networks; and

WHEREAS, the Parties seek to accomplish interconnection in a technically and economically efficient manner in accordance with all requirements of TA 1996 including the entire "Competitive Checklist" as set forth in TA 1996, Section 271(c)(2)(B); and

WHEREAS, the public will benefit if the local exchange networks of the Parties are interconnected so that customers of each carrier can seamlessly exchange telecommunications traffic; and

WHEREAS, Section 252 of TA 1996 mandates good faith negotiations between incumbent Local Exchange Carriers and any telecommunications carrier requesting interconnection without regard to the standards set forth in subsections (b) and (c) of Section 251 of TA 1996; and

WHEREAS, USWC and Marathon utilized this negotiation process; and

WHEREAS, Marathon notified USWC of its request for negotiations with USWC pursuant to Section 252 of TA 1996 on June 5, 1997; and

WHEREAS the Parties were unable to negotiate an interconnection agreement; and

WHEREAS TCG Seattle petitioned the Washington Utilities and Transportation Commission to arbitrate an interconnection agreement between the Parties pursuant to Section 252 of TA 1996; and

"End Office Switches" which are switches from which end user Exchange Services are directly connected and offered.

"Tandem Switches" which are switches that are used to connect and switch trunk circuits between and among Central Office Switches and IXC switches.

Central Office Switches may be employed as combination End Office/Tandem Switches.

7. "Centralized Message Distribution System" ("CMDS") is the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.
8. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
9. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
10. "Combination Interconnection Trunk Group" means a trunk group that combines local interconnection traffic and traffic from jointly provided Switched Access service.
11. "Commission" means the Washington Utilities and Transportation Commission.
12. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network presently used by telecommunications carriers.
13. "Conditioning" means use of the appropriate technical treatment for the provision of particular service.
14. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

25. "Intérexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
26. "Interim Number Portability" or "INP" means the delivery of SPNP capabilities through the use of switch-based call routing. INP arrangements cannot support certain CLASS features.
27. "ISDN" means Integrated Services Digital Network, which is a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice and/or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 24 bearer and 1 data channels.
28. "LATA" means Local Access Transport Area, which denotes a geographical area established for the provision and administration of communications services. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes (based on the Modification of Final Judgment).
29. "Loop" is a component of an Exchange Service. For purposes of general illustration, the Loop is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a USWC Wire Center, to the Network Interface Device in/at a customer's premises.
30. "Local Exchange Carrier" or "LEC" shall have the meaning set forth in TA 1996.
31. "Local Exchange Routing Guide" or "LERG" is a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
32. "Local Exchange Traffic" means traffic originated on the network of a LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, including intraLATA toll traffic and traffic originated to or terminated from LECs not party to this Agreement. Local Exchange Traffic does not include traffic that is routed to or terminated from the network of an IXC.

40. "NANP" means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
41. "Network Interface Device" or "NID" means a device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.
42. "Network Element" is a facility or item of equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.
43. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.
44. "NXX", "NXX Code" or "Central Office Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
45. "Permanent Number Portability" or "PNP" means the delivery of SPNP capabilities through the use of call routing and addressing capabilities using new database queries, without impairment of quality, reliability, or convenience. PNP arrangements will be designed to support all CLASS features.

service logic and then sends instructions back to the SSP on how to continue call processing.

53. "Service Provider Number Portability" or "SPNP" means the ability of users of telecommunications services to retain existing telephone numbers when switching from one LEC to another but remaining in the same geographic area.
54. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.
55. "Switched Access" service means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
56. "T-1/DS1 (4-Wire) Capable Loops" are Loops that will support full duplex transmission of isochronous serial data at 1.544 Mbps.
57. "Tariff" means and includes tariffs, price lists, catalog pages, and similar documents filed with the FCC or the Commission that designate rates, terms and conditions for the offering of services.
58. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
59. "Trunk-Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
60. "Virtual Collocation" means a collocation arrangement in which the collocator's facilities are terminated into a Wire Center of a LEC and are connected to LEC facilities that are provided and maintained by the LEC on behalf of the

local calling area in which the Parties originate Local Traffic so as to permit the interexchange of such traffic. However, where multiple local calling areas are served by a single local tandem, the Parties will interconnect with each other at that local tandem for origination and termination of Local Traffic.

The Parties agree to interconnect their networks through existing and/or new facilities between their respective switches.

In addition to the interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection:

- a) for origination and termination of Local Traffic, shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office, without mileage charges if the host option is selected; and
- b) for origination and termination of IntraLATA Toll and Switched Access traffic, shall occur at the location of the host, with applicable tariff charges.

B. Fixed Points of Interconnection

Each trunk group between pairs of the Parties' switches and/or routing points for the exchange of Local Exchange, IntraLATA Toll and jointly provided Switched Access Traffic shall be assigned a fixed POI. Marathon will be responsible for engineering its network on its side of the POI. USWC will be responsible for engineering the POI frame (if any) and its network on its side of the POI.

This Section is not intended to limit the Parties' options to choose the facilities over which to route their originated Local Exchange and IntraLATA Toll Traffic.

C. Sizing and Structure of Interconnection Facilities

The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be Alternate Mark Inversion Line Code and Superframe

3. All toll trunk groups will be terminated through U S WEST's access tandem or end office.
4. Whenever local traffic sent by Marathon to U S WEST's tandem achieves a standard of 512 ECCS, Marathon will deliver such local traffic on a separate trunk group to the wire center where U S WEST houses its access tandem. U S WEST may then route such traffic directly to its end office, without putting such traffic through either its access tandem or its local tandem.

D. Trunking Directionality.

1. Local Interconnection Trunk Groups and Meet Point Trunk Groups, or Combined Interconnection Trunk Groups, will be installed as two-way trunk groups. Separate two-way trunks will be established for Switched Access traffic where one of the Parties is operating as an IXC. Interconnection will be provided using two-way trunks, unless Marathon requests the use of one-way trunks.
2. WSP traffic will be delivered either on a separate trunk group or on a Switched Access trunk group. If a Switched Access trunk group is used, the Party delivering the traffic will be responsible for the payment of access charges.

E. Common Channel Signaling and Signaling Protocol

The Parties will interconnect their networks using SS7 signaling, where available, as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks and access to databases such as 800 and Line Information Data Base ("LIDB"), where Marathon requests such access from USWC. Marathon may establish CCS interconnections with USWC either directly and/or through a third party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All

8. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective end users. The Parties will interconnect as follows:

A. For Marathon:

BLV and BLVI inquiries to Marathon's operator bureaus shall be routed using network-routable access codes published in the LERG.

B. For USWC:

BLV and BLVI inquiries to USWC's operator bureaus shall be routed either:

1. utilizing network-routable access codes published in the LERG over message trunks to the access tandem (if Marathon has and utilizes a Carrier Identification Code); otherwise
2. utilizing separate Feature Group D trunks to the TOPS tandem.

9. Notice of Changes

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

selection shall be in the form of ASRs from the Switched Access customer.

The Parties agree to cooperate in determining the future technical feasibility of a switch vendor supported method of routing originating meet point traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer (e.g. Carrier Identification Parameter (CIP)). If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms. USWC agrees that it will make any necessary modifications of its tariffs to implement any of the items in this subsection. Such modifications will be made within 30 days of a determination by the Parties of the feasibility and availability of such an arrangement, including appropriate compensation terms.

6. The Parties will provide CCS to one another, where and as available, in conjunction with two-way Meet Point Trunk Groups. The Parties will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, either Party will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS environment) and CIC/OZZ information (non-CCS environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where CIC/OZZ or TNS information has not been provided to the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will make reasonable efforts to obtain any necessary CIC/OZZ codes directly from Switched Access customers who use such codes. The Parties will follow all OBF adopted guidelines pertaining to TNS and CIC/OZZ codes, unless the Parties agree otherwise.
7. CCS shall be used in conjunction with Meet Point Trunks, except multifrequency ("MF") signaling must be used on a separate Meet Point Trunk Group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. For terminating FGD access from Switched Access customers that use MF FGD, the

procedures, will be made no later than eight months from the effective date of this Agreement.

3. If the use of Combination Interconnection Trunk Groups is found to be not feasible at that time, a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups will occur at six month intervals at either Party's option through the term of the Agreement.
4. At the time that the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:
 - a) any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
 - b) the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunks and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within 6 months from that time. There shall be no charges by either Party for this conversion.

I. Control Office Functions

The Parties shall share responsibility for all Control Office functions for trunks carrying Local Exchange and IntraLATA Toll Traffic, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

The end office Party is responsible for all Control Office functions for the Meet Point trunks, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks.

J. Testing and Trouble Responsibilities

At the time of installation of interconnection trunks, and at no additional charge, the Parties will cooperatively install and test the trunks. Additionally, Marathon and USWC shall:

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
 2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include:
 - A. (1) tandem Local Interconnection and Meet Point Trunks;
 - (2) tandem-subtending Local Interconnection and end office equivalent Meet Point Trunk requirements; and
 - (3) direct end office interconnection trunksfor a minimum of three (current and plus-1 and plus-2) years;
 - B. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - C. A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
3. If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.
 4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing

of multiple orders or related activities between and among the Parties' work groups, including but not limited to the initial establishment of interconnection trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

O. Network Management

1. Protective Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
4. High Volume Calling Trunk Groups. Marathon and USWC shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

P. Tariffed Services.

Either Party may opt at any time to terminate to the other Party some or all of its traffic via any tariffed service offered by the other Party (within the terms of the other Party's tariff), or any service governed by a contract (within the terms of the contract) between the two Parties. Any such rearrangements resulting from such election shall require appropriate notification to the other Party, joint planning, forecasting and project management.

that provide for transport between the Network Interface Device ("NID") at an end user premises and a mutually-agreed upon point of interconnection between USWC and Marathon in the USWC Wire Center from which the transport is extended. (When the Loop Service is connected to Marathon's collocated facility at a USWC Wire Center, the point of interconnection is the POT Bay in the Wire Center.) The Loop Service includes the Network Interface Device, for which there is no separate charge. At its sole discretion, USWC will provide Loop Service over technology that meets the defined parameters for each Loop type.

2. Use and Suitability of Loop Service. Loop Service may not be used to provide any service that would degrade or otherwise adversely affect USWC's network services.
3. Availability of Loop Service. Loop Service is available to Marathon from all USWC Wire Centers on a first-come, first-served basis (applicable to all carriers, including USWC) and subject to the availability of facilities at the premises of the Marathon end user customer. Certain of USWC's geographical areas are served solely via Digital Loop Carrier. In such areas, ISDN-capable Loops will be provided unless the Digital Loop Carrier does not have the technological capability to provide ISDN to end-users.
4. Interconnection to Service at Central Office POI. Marathon must connect Loop Service either:
 - A. via cross connect to a Marathon collocated transport facility in the USWC central office from which Loop Service is extended; or
 - B. by means of USWC Special Access Service that terminates at a Marathon Point of Presence ("POP") or to a Marathon collocated transport facility (via EICT) in another USWC Wire Center; or
 - C. via cross connect to a third party's collocated transport facility in the USWC central office from which Loop Service is extended.

associated with the use of such system is authorized by any state in which the Parties have signed an interconnection agreement, in which case that charge shall be used as an interim rate. At the time the Commission authorizes a permanent rate for this service, if any, such rate will be imposed in accordance with the Commission's order and the Parties will true-up the amounts owed, if any, under the permanent rate. USWC will also provide initial training in its use for ordering Loop Service.

9. Provisioning Intervals. Basic Loops and conditioning will be provided within the same period of time USWC provisions its like exchange service at that time in the same area using similar facilities requiring field work (wiring). Conditioning for ADSL, HDSL and T-1/DS1 will have intervals identical to the intervals for USWC's provisioning of its own hi-cap services. Intervals for a project (10 or more lines to a single end user premises on a request at the same time) will be established on a negotiated interval basis (not to exceed the intervals USWC provides to itself and its customers).
10. Service Coordination. Loop Service will be provided on the due date and on the same basis that USWC provides similar service to its own customers. Additional service coordination is charged as additional labor billing per USWC's tariff.

The following coordination procedures apply only to Basic Loops ordered as a project (10 or more lines to a single end user premises on a request at the same time):

- A. On each unbundled Loop order, Marathon and USWC will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the Marathon and USWC personnel will make telephone contact to complete the cutover.
- B. Within the appointed 30 minute window, the Marathon person will call the USWC person designated to perform cross-connection work and when the USWC person is reached in that interval such work will be promptly performed. If the Marathon person fails to call or is not ready within the appointed interval, and if Marathon had not called to

- A. Marathon and USWC will work cooperatively to develop forecasts for unbundled Loop Service. USWC requests an eighteen (18) month forecast of unbundled Loop Service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be provided quarterly and will be treated as Proprietary Information under this Agreement.
- B. The Parties agree that Marathon will be the single point of contact for its end user customers.
- C. USWC will not provide repair or other assistance to Marathon end user customers (who identify themselves as such) except to refer such persons who call USWC to Marathon. Marathon will provide USWC with Marathon's toll-free service referral number.
- D. If, and only if, Marathon's end user customer controls access to the NID, Marathon must ensure that USWC has access to the NID at the Marathon end user customer's premises.
- E. Marathon warrants that for each end user for whom Marathon orders disconnection of USWC exchange service, Marathon has received proper authorization from that end user to order such disconnection. Marathon shall obtain and verify such authorization using standard industry practices, such as in certain circumstances third-party verification.
- F. The Parties agree to abide by existing and future Commission rules that address slamming of local exchange customers by LECs.
- G. If USWC terminates or Marathon disconnects any Loop Service, USWC will have no obligation to have any communication with Marathon's customer in connection with such termination or disconnection, unless required by an order or rule of the Commission.

B. Transport.

- (g) Automatic message accounting (AMA) recording
 - (h) Access to 911, operator services, and directory assistance
 - (i) Blocking options (900 services)
- (2) The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.
- (3) The access point for line-side local switching interconnection, depending upon the element, is the Distribution Frame (DF) or the Digital Cross-connect Bay (DSX) of the USWC designated serving Wire Center.
- (4) Physical traits - line side elements
- (a) Analog line side port will be two wire POTS type connection at the DF.
 - (b) Digital line side port will be two wire interface per ANSI standard T1.601-1988 ("U" Interface), four wire interface per ANSI standard T1-605-1989 ("T" Interface), or a Meridian Digital Centrex two wire type connection at the DF.
- (5) Until the Commission establishes permanent rates, the rates for line related local switching shall be those set forth in Exhibit A, the USWC Interconnection Price List.

b. Trunk-side local switching element (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks.

F. Nondiscriminatory Access to Databases and Associated Signaling

USWC will make available, as described elsewhere in this Agreement, interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion between the Parties. USWC will also make available unbundled SS7 signaling Links (i.e., A, B, and D Links) for connection to USWC's STPs.

USWC will make available access to Toll Free Service and LIDB databases through its STPs on a per query basis. If any additional databases are determined to be required under TA 1996 as necessary for call routing and completion, USWC will make such databases and associated signaling available to Marathon.

USWC offers a network-based calling name delivery service for sale to its own end users. Accordingly, USWC will provide to Marathon access to the calling name database used to provide this service.

G. Forecasts for Certain Unbundled Network Elements.

The Parties will cooperate in the provision of forecasts to USWC for relevant unbundled Network Elements.

H. Bona Fide Request Process.

Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request.

USWC shall use the Bona Fide Request Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

1. USWC will consider and analyze a new request by Marathon for interconnection or access to an unbundled Network Element with the submission of a Bona Fide Request hereunder, pursuant to the Bona Fide Request Process in this subsection.

- C. As soon as feasible, but not more than ninety (90) days after USWC notifies Marathon that the Bona Fide Request is technically feasible, USWC shall provide to Marathon a Bona Fide Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and either:
- (1) the applicable rates (recurring and nonrecurring) including the amortized development costs of the interconnection or the network elements; or
 - (2) the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

The choice of using option c(1) or c(2) shall be at USWC's sole discretion.

For the purposes of this section, the development costs shall be limited to the actual direct costs incurred in the development of the Network Element. The applicable rates (recurring and nonrecurring) for each Network Element shall be limited to the actual costs incurred plus reasonable shared and common costs and a reasonable profit, as determined by appropriate regulatory bodies or by agreement of the Parties.

5. If USWC has used option c(1) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Marathon must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Bona Fide Request, or seek arbitration.
6. If USWC has used option c(2) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Marathon must either agree to pay the development costs of the interconnection or Network Element, cancel its Bona Fide Request, or seek arbitration.

If Marathon agrees to pay the development costs and requests USWC to proceed:

- A. Each Party will provide to the other Party access to its poles, ducts, conduits in, on or under public and private rights-of-ways and property and to the rights-of-way themselves on rates, terms and conditions that are consistent with applicable laws and regulations, including but not limited to, 47 U.S.C. § 224, and that are no less favorable than the rates, terms and conditions available to any competing provider of telecommunications services. USWC shall impute to its own costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an amount equal to the pole attachment rate for which USWC (or such affiliate, subsidiary, or associate company) would be liable under 47 U.S.C. § 224, unless this obligation imposed by TA 1996 is modified by federal law, in which case USWC will conform to any such modification.
- B. Whenever either Party inquires of the other in writing whether it intends to construct new poles, duct, or conduit or to acquire additional right-of-way, the other Party shall respond within 30 days of receipt of such inquiry to the other Party of such intention. Any entity, including the Parties to this Agreement, that adds an attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such new pole, duct, conduit, or right-of-way accessible.
- C. Whenever either Party intends to modify or alter its pole, duct, conduit, or right-of-way in or on which the other Party shares or has an existing attachment, it shall provide written notification of such action to the other Party so that the other Party may have a reasonable opportunity to add to or modify its existing attachment. The notified Party, if it adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the other Party in making such pole, duct, conduit, or right-of-way accessible.
- D. Whenever either USWC or Marathon obtains an attachment to a pole, duct, conduit or right-of-way of the other Party, it shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit or right-of-way).

1. Each Party will cooperate to ensure the seamless operation of emergency call networks, including E9-1-1 and 0- emergency calls.
2. Except as otherwise specified in this Agreement, USWC will provide any of the services discussed in this Section in accordance with the rates, terms and conditions of its tariffs.
3. USWC will permit Marathon to interconnect to the USWC E9-1-1 tandems which serve the areas in which Marathon provides exchange services so that Marathon's customers may place calls to Public Safety Answering Points ("PSAPs") by dialing 911.
4. Marathon and USWC will work cooperatively, including where necessary, meeting with PSAP operators and/or state, county and municipal government officials, to explain Marathon's interconnection with the Public Safety emergency network.
5. USWC will not use information obtained from Marathon in connection with establishing and maintaining the E9-1-1 databases for any purpose not directly associated with the operation of the Public Safety emergency network.
6. USWC, as operator of the Automatic Location Identifier ("ALI") database will maintain processes and procedures to receive and process Marathon customer information within two business days. USWC will maintain an electronic interface process to permit Marathon to electronically update the ALI database with Marathon subscriber information at no charge. The Parties further agree to work in industry fora, such as the National Emergency Numbering Association ("NENA"), to establish an industry standard format for transfer of E-9-1-1 customer records.
7. USWC will provide to Marathon, at no charge, copies of the current Master Street Address Guides ("MSAGs"), on magnetic tape or diskette, for the counties in which Marathon provides Exchange Service, whenever USWC receives an update to the MSAGs. Both Parties agree to work with the MSAG administrator to obtain online read-only access to the MSAGs as soon as possible.

one number without charge - either the end customer's original telephone number or the Marathon-assigned number.

3. USWC will furnish Marathon the Listings format specifications. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between Marathon and USWC. USWC will process all Listings data received from Marathon with the same frequency applicable to USWC's processing of its own database information.
4. Marathon grants USWC a non-exclusive license to incorporate Listings information into USWC's directory assistance database. USWC may use Marathon's Listings and disseminate Marathon's Listings to third parties in the following manner:
 - A. Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. Marathon authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

Upon 60 days notice to USWC, Marathon may select to change to the following method for USWC's use of Marathon's Listings and dissemination of Marathon's Listings to third parties:

- B. Restrict to USWC's directory assistance -- Prior authorization required by Marathon for all other uses. Marathon makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will provide Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of Marathon's authorization. USWC shall be entitled to charge its tariffed rates associated with any such transaction, but the

8. Marathon Responsibilities
 - A. Marathon will make commercially reasonable efforts to ensure Listings information provided to USWC is accurate and correct and agrees to hold USWC harmless for any errors in Listings information provided to USWC. Marathon shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying USWC with the applicable Listings information.
 - B. Marathon is responsible for all dealings with, and on behalf of, Marathon's end users, including:
 - (1) All end user account activity, e.g. end user queries and complaints.
 - (2) All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
 - (3) Determining privacy requirements and accurately coding the privacy indicators for Marathon's end user information. If end user information provided by Marathon to USWC does not contain a privacy indicator, no privacy restrictions will apply.
9. USWC will accord Marathon's directory listings information the same level of confidentiality which USWC accords its own directory listing information.
10. USWC shall ensure that access to Marathon's customer directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing or publishing of listings, directory publication or directory delivery, or in ensuring the accuracy of such information.
11. USWC will not use Marathon directory listings for the marketing of telecommunications services by its own employees or those of its telephone operations line of business.

charge each other for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes.

- D. The Parties will each be responsible for the electronic input of their respective number assignment information into the LERG.
- E. Each Party shall be responsible, consistent with its existing practices and any regulatory requirements, for notifying its customers of any changes in numbering or dialing arrangements, including changes such as the introduction of new NPAs or new NXX codes.

VI. NUMBER PORTABILITY

A. Interim Number Portability.

- 1. Marathon and USWC shall provide remote call forwarding functionality, or other INP capabilities, to each other at no charge, in accordance with the provisions of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 ("FCC Number Portability Order").
- 2. The costs incurred by Marathon and USWC of providing INP shall be recovered through a broad-based cost recovery mechanism, as described in the FCC Number Portability Order. The costs shall be apportioned on the basis of active local numbers.
- 3. With regard to the division of Switched Access revenues associated with INP, each Party will bill Switched Access charges for its portion of the call. If the terminating Party is unable to identify the particular IXC carrying the forwarded call, the forwarding Party shall provide the necessary information to permit the terminating Party to issue a bill.

B. Permanent Number Portability.

- 1. Unless otherwise determined by the FCC, the Parties will offer PNP to each other in the service territory in which both Parties offer Exchange Service as soon as technically and operationally feasible. The Parties will complete the transition to PNP in such areas on or

For all Local Traffic, the Parties agree to mutual traffic exchange without explicit compensation.

USWC may seek compensation for local traffic exchanged between the parties if USWC can establish that such traffic is out of balance by more than 10%. No explicit compensation shall be required until the Commission has approved an alternate compensation plan.

b. Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as set forth in USWC's Switched Access tariff.

- c. Marathon shall pay a transit rate set forth in Exhibit A when Marathon uses a USWC access tandem to originate a call to another LEC, a WSP or another Marathon end office. If Marathon receives a call through USWC's access tandem that originates from another LEC, Marathon will not charge USWC any rate elements for this call, regardless of whether the call is local or toll. Marathon will establish an appropriate billing relationship directly with the other LEC.

2. The following compensation rates shall apply for traffic carried from USWC to Marathon:

a. Local calls

For all Local Traffic, the Parties agree to mutual traffic exchange without explicit compensation.

Marathon may seek compensation for local traffic exchanged between the parties if Marathon can establish that such traffic is out of balance by more than 10%. No explicit compensation shall be required until the Commission has approved an alternate compensation plan.

b. Toll Rate

- F. CCS interconnection charges will be applied based on the option for CCS interconnection Marathon selects, as follows:
1. If CCS interconnection is from USWC's STPs to Marathon' STPs solely for the purpose of exchanging signaling for each Party's Local Exchange Traffic and jointly provided Switched Access traffic, then no charges will apply for such SS7 Links, STP ports or SS7 messages.
 2. If Marathon connects its end office(s) directly to USWC's STPs, then USWC will apply 50% (one half) of the charges set forth in its tariff.
- G. If Marathon elects to use Local Interconnection signaling arrangement option F(1) or F(2), above, in the future for its own Switched Access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use.
- H. Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective tariffs.
- I. If either Party terminates Directory Assistance calls over the Local Interconnection Trunk Groups to the other Party, the terminating Party shall charge the other Party for such Directory Assistance calls at the rates contained in its tariff or pursuant to a separately negotiated contract.
- J. A Maintenance of Service charge applies whenever either Party requests the dispatch of the either Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
1. No trouble is found in the interconnection trunks; or
 2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

A. Physical Collocation.

USWC will provide for physical collocation of transport and termination equipment necessary for interconnection of Marathon's network facilities to USWC's network or access to unbundled network elements at its premises. Marathon's right to physical collocation is based upon the terms of TA 1996 and the FCC rules implementing that statute. In the event that TA 1996 or the FCC rules are modified or reversed, the Parties will modify this Agreement with respect to physical collocation consistent with any such modification or reversal of TA 1996 or the FCC rules.

Listed below are the rates that Marathon shall pay for physical collocation at USWC's Wire Center premises, along with other terms and conditions that will apply with respect to such physical collocation, beginning with the effective date of this Agreement:

1. Rates

a. All monthly rates and nonrecurring charges shall be those set forth in Exhibit A, with the following exceptions:

- (1) Floor space shall be charged at the monthly rate of \$3.00 per square foot; and,
- (2) Infrastructure charges shall be \$40,000.00 per USWC location.

b. Infrastructure charges will be prorated and the prorated share refunded to previous collocater(s) as additional collocaters use collocated services at that location within 60 months of when the billing for the first collocation space at that location begins, using the following schedule:

<u>Collocator</u>	<u>Nonrecurring Charge</u>	<u>Refund</u>
1st	100%	NA%
2nd	50%	50%
3rd	33.33%	16.67%
4th	25%	8.33%
5th	20%	5%
6th	16.67%	3.33%

opportunity to review pertinent records (equivalent to that which USWC requires of its own staff) and approve persons for unescorted access using the same standards it uses for USWC's own personnel.

- f. Marathon shall pay the cost of construction and maintenance of its collocated space.

B. Shared Space Collocation

Where sufficient space exists, and upon request, USWC will provide for collocation on a shared space basis with each collocator's area defined within the shared space. However, shared space collocation will not be made available in Wire Centers where at least one conventional physical collocation installation has already been installed. Such defined space shall, at a minimum, be sized to permit the placement of up to two (2) bays of collocator-provided fiber optic facilities and transmission equipment. Access to the collocation space will be via a common entry point and it shall be the sole responsibility of the collocator to provide for any additional security measures to protect its equipment. Such security measures shall be limited to covers or lockable cabinet doors placed directly on the equipment bays of the collocator.

The following charges shall apply for shared space collocation:

1. The recurring charge for two (2) bays in a shared space collocation shall be \$265.00 per month.
2. The nonrecurring charge for two (2) bays in a shared space collocation shall be \$5,300.00.
3. The infrastructure charge for shared space collocation shall be \$25,000.00 and will be refunded on a prorated basis to the first five shared space collocators as additional shared space collocators utilize shared space collocation at that location within 60 months of when the billing for the first shared space collocation space at that location begins, based on the proration schedule set forth above for physical collocation.

Rates and terms for virtual collocation will be made available on a reasonable and non-discriminatory basis. Rates for virtual collocation will be approximately the same as physical collocation. The Parties agree to cooperate in selecting equipment and establishing installation and operating procedures for virtual collocation in the event that the use of virtual collocation becomes necessary.

Marathon will transfer possession of Marathon's virtually collocated equipment to USWC via a no cost lease, terminable at will by Marathon. The sole purpose of the lease is to provide USWC with exclusive possessory rights to Marathon's virtually collocated equipment. Title to the Marathon virtually collocated equipment shall not pass to USWC.

F. Mid-Span Meet Arrangements

The Parties may also choose to interconnect via a Mid Span Meet. Such interconnection shall be limited to facilities provided for the interconnection of any local exchange or jointly provided switched access traffic between the Parties.

1. **Physical Arrangements of Mid Span Meets:** In a Mid Span Meet, each Party extends its facilities to meet the other Party. The point where the facilities meet is the Mid Span point. Each Party bears its own costs to establish and maintain a Mid Span Meet arrangement. However, the Parties also agree that a technical arrangement for a Mid Span Meet may involve one Party placing and extending its fiber facilities to the Wire Center of the other Party, with sufficient additional length on the fiber to permit the receiving Party to terminate the fiber without requiring splicing of the fiber facilities prior to the terminal equipment in the receiving Party's Wire Center. In this situation, the Parties will negotiate reasonable compensation to be paid to the Party extending the facilities for the associated labor, materials, and conduit space used in extending its facilities beyond a negotiated Mid Span point.
2. **Engineering Specifications:** The Parties agree to establish technical interface specifications for Mid Span Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Mid Span Meet. The technical specifications will be designed so that each Party may, as far as is

provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- C. As detailed in the MECAB document, Marathon and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by Marathon and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
- D. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
- E. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

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

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

XII. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

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

are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

The data referred to in subsection (B), above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.
- B. The Audit shall occur upon 10 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the

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

B. Billing and Collection Compensation.

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

XV. DISPUTE RESOLUTION AND BINDING ARBITRATION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to initiating any dispute resolution action, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of USWC, its Vice President for InterConnect, or equivalent officer, shall participate in the meet and confer meeting, and Marathon Regional Vice President, Western Region, or equivalent officer, shall participate. In the event the Parties cannot resolve the dispute, they will employ the following procedure:

- A. Any controversy or claims arising out of or relating to Agreement or any breach hereof, shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be held in the State where the dispute arises or any other location to which the Parties agree. Written notice of intent to arbitrate shall be served on the opposing Party at least twenty (20) business days prior to the filing of such notice at the appropriate AAA regional office.
- B. The Parties agree to request an expedited hearing before the AAA and, if the AAA can arrange such, the hearing shall commence within sixty (60) days of the filing of the arbitration claim. If the AAA is not able to arrange for the hearing to be held within sixty (60) days of such filing, then the hearing shall commence on the AAA's first available date thereafter, but within ninety (90) days of the original filing of the arbitration claim.

between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before the end of two and one-half (2 1/2) years after this Agreement becomes effective.

XIX. EFFECTIVE DATE

This Agreement shall become effective upon approval by the Commission.

XX. AMENDMENT OF AGREEMENT

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

XXI. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXII. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for:

- a) personal injuries, including death, or
- b) damage to tangible property

resulting from the sole negligence and/or sole wilful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

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

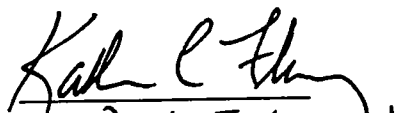
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

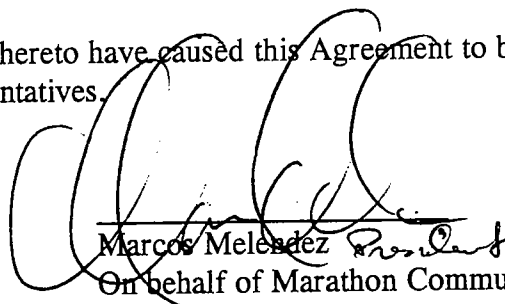
Marathon Communications, Inc.
Attn: Mr. Marcos Melendez
600 University St. Suite 2250
Seattle, WA 98101

Mr. Doug Bonner
Swidler & Berlin
3000 K Stret, NW, Suite 300
Washington D. C. 20007-5116

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

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


Exec Director - Intercam
U S WEST Communications


Marcos Melendez President
On behalf of Marathon Communications, Inc.

* Signed as ordered by the Arbitrator/Commission in Docket No. 960326. Signature does not indicate agreement with all aspects of the arbitrator's decision, nor does it waive any of U S WEST's right to seek judicial review of all or part of the agreement, or to reform the agreement as the result of successful judicial review.

DS0 - Over 50	\$20.89	\$0.17
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$41.72	\$0.67
DS1 - Over 8 to 25	\$41.72	\$0.84
DS1 - Over 25 to 50	\$41.73	\$2.97
DS1 - Over 50	\$41.73	\$3.49

Direct Link Transport

	Price Fixed	Price Per Mile
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$283.30	\$13.83
DS3 - Over 8 to 25	\$284.17	\$15.03
DS3 - Over 25 to 50	\$291.31	\$39.19
DS3 - Over 50	\$293.91	\$44.74

CCS Link - First Link

CCS Link - Each additional Link

STP Port - Per Port

Multiplexing

DS1 to DS0
DS3 to DS1

	Price Recurring	Price Nonrecurring
CCS Link - First Link	None	\$504.68
CCS Link - Each additional Link	None	\$72.42
STP Port - Per Port	\$208.57	None
Multiplexing DS1 to DS0	\$221.08	None
Multiplexing DS3 to DS1	\$218.58	None

PHYSICAL AND VIRTUAL COLLOCATION

See federal interexchange tariff for equivalent service.

ANCILLARY SERVICES

Directory Assistance

Price per Call - Facilities-Based Providers

Price Recurring

\$0.34

Unbundled Loops

2-wire DS0 EICT
4-wire DS0 EICT

	Price Recurring	Price Nonrecurring
Unbundled Loops	\$13.37	Retail minus 17%
2-wire DS0 EICT	\$1.41	\$339.61
4-wire DS0 EICT	\$1.79	\$339.61

Agreement to Adopt Arbitrated Interconnection Agreement

This Agreement to Adopt Arbitrated Interconnection Agreement (the "Adoption Agreement") is effective as of this 1st day of September, 1997, by and between Marathon Communications, Inc., a Delaware corporation, ("Interconnector"), a Competitive Local Exchange Carrier and U S WEST Communications, Inc., a Colorado corporation ("USWC") (collectively, "the Parties").

Recitals:

WHEREAS, Interconnector is a Telecommunications Carrier, as defined in the Telecommunications Act of 1996 (the "Act"), operating or intending to operate within the State of Washington (the "Said State"); and

WHEREAS, the Parties desire to establish the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale within the Said State; and

WHEREAS, the Parties have commenced negotiations for interconnection of their networks, reciprocal compensation, resale of services, sale of unbundled network elements, and sale of ancillary network services, pursuant to the Act; and

WHEREAS, the Act has specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "checklist", and

WHEREAS, USWC and TCG Seattle (the "Other Carrier") have previously reached an impasse in similar negotiations for a similar arrangement in the Said State, and the Other Carrier petitioned the Washington Utilities and Transportation Commission (the "Commission") to arbitrate and resolve the disputed issues between it and USWC; and

WHEREAS, the Commission issued its order resolving the disputed matters between USWC and the Other Carrier, and pursuant to that order, a document was filed with the Commission which incorporated the terms of the Commission's resolution of the disputed issues and the terms that USWC and the Other Carrier had agreed upon (the "Interconnection Agreement"); and

WHEREAS, the Commission approved the Interconnection Agreement by its order dated January 29, 1997, (the "Final Order"); and

WHEREAS, the Parties believe that the Act permits the Interconnector to select, as the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale, the entire arrangement that is effective with another telecommunications carrier within a particular state; and

WHEREAS, Interconnector desires to select the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of

The Parties agree to modify the Parties' Interconnection Agreement to make it consistent with the Court of Appeals for the Eighth Circuit as soon as reasonably practicable. To the extent that some or all or any portion of the Commission's determinations are reversed, vacated, or otherwise changed by a court of competent jurisdiction, or there are further changes made or ordered to the FCC's determinations, so that the determination(s) require or justify a change to the Parties' Interconnection Agreement, or the Interconnection Agreement is modified as a result of settlement negotiations between USWC and the Other Carrier, the Parties' Interconnection Agreement, and if appropriate, this Adoption Agreement, shall be modified to comport with the final court decision(s) and subsequent FCC rules and subsequent Commission determinations adopted to comply with the court's decisions or future settlement agreements between USWC and the Other Carrier. The Interconnector's Interconnection Agreement shall only be modified to the same extent the Underlying Interconnection agreement of the Other Carrier is modified.

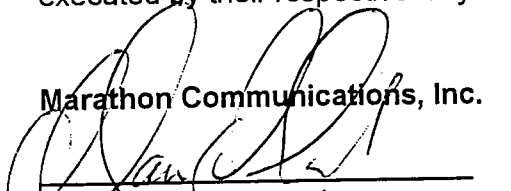
5. It is understood that USWC is not willing to agree to permit Interconnector to select anything less than the entire Interconnection Agreement, as approved by the Commission in the Final Order.

6. This Adoption Agreement shall be binding upon and inure to the benefit of the Parties. It shall not merge into the Parties' Interconnection Agreement, if and when the Parties' Interconnection Agreement is approved by the Commission, but it shall continue as the separate, complementary agreement of the Parties until the Parties' Interconnection Agreement is canceled, terminated, or superseded.

7. This Adoption 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.

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

Marathon Communications, Inc.



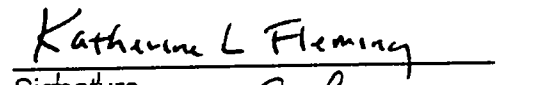
Signature
Marcos Melendez

Name Printed/Typed
President

Title
9-19-97

Date

U S WEST Communications, Inc.



Signature
Kathleen L Fleming

Name Printed/Typed
Exec Director - Interconnect

Title
9/25/97

Date