

RESALE

AGREEMENT

BETWEEN

Qwest Corporation (f.d.b.a. U S WEST COMMUNICATIONS, INC.)

AND

QuantumShift Communications, Inc.

FOR THE STATE OF

WASHINGTON

March 22, 2002

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PART A - GENERAL TERMS

This Resale Agreement is between QuantumShift Communications, Inc. (“RESELLER”), a California corporation and Qwest Corporation (f.d.b.a. U S WEST Communications, Inc.) (“Qwest”), a Colorado corporation.

Section 1.0 - SCOPE OF AGREEMENT

1.1 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 Qwest or RESELLER. 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. Qwest 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 Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or RESELLER 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 1.1 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 1.1 shall be considered legitimately related to the purchase of each service and network element arrangement contained in this Agreement.

1.2 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide the Unbundled Network Element Platform and/ or services for resale to RESELLER, all for the sole purpose of providing Telecommunications Services.

1.3 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

1.4 This Agreement is structured in the following format:
Section 1 - General Terms
Section 2 - Interpretation and Construction

Section 3 - Implementation Schedule
Section 4 - Definitions
Section 5 - Terms and Conditions
Section 6 - Resale
Section 7 - White Pages Directory Listings
Section 8 - Network Security
Section 9 - Access to Operational Support Systems
Section 10 - Qwest Dex
Section 11 - Service Performance
Section 12 - Signature Page
Exhibit A - Rates
Exhibit G - CICMP

1.5 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "Reseller Questionnaire". This questionnaire will then be used to:

- Determine geographical requirements
- Identify RESELLER Ids
- Determine Qwest system requirements to support RESELLER specific activity
- Collect credit information
- Obtain billing information
- Create summary bills
- Establish input and output requirements
- Create and distribute Qwest and RESELLER contact lists
- Identify client hours and holidays

1.6 Qwest and RESELLER mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes 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 Qwest 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).

Section 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, Qwest will not provide or establish resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to approval of this Agreement by the state Commission. Thereupon, the Parties shall complete Qwest's "RESELLER Questionnaire," and negotiate an implementation schedule as it applies to RESELLER's obtaining of the resale of Telecommunications Services hereunder.

3.2 RESELLER will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. During the remaining term of this Agreement, RESELLER will provide updated forecasts from time to time, as requested by Qwest. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. The initial forecast will minimally provide:

- 3.2.1 The date service will be offered (by city and/or state);
- 3.2.2 The type and quantity of service(s) which will be offered;
- 3.2.3 RESELLER's anticipated order volumes; and
- 3.2.4 RESELLER's key contact personnel.

Section 4.0 - DEFINITIONS

4.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Washington Public Utilities Commission.

4.2 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.3 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.4 "Commission" means the Washington Public Utilities Commission.

4.5 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve end user interaction with stored information.

4.6 "Interconnect & Resale Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Web site: <http://www.qwest.com/wholesale/pcat>

4.7 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

4.8 "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.

4.9 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.10 "Party" means either Qwest or RESELLER and "Parties" means Qwest and RESELLER.

4.11 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local

service provider. The Proof of Authorization Section of this Agreement lists acceptable forms of documentation.

4.12 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.13 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

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

4.15 "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.

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

4.17 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

5.1.2 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.

5.1.3 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.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and shall terminate on July 19, 2003.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, RESELLER may obtain resale services under the terms and conditions of a then-existing Agreement to become effective at the conclusion of the term.

5.3 Proof of Authorization

5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:

5.3.1.1 The end user's written Letter of Authorization.

5.3.1.2 The end user's electronic authorization by use of an 8XX number.

5.3.1.3 The end user's oral authorization verified by an independent third party (with third party verification as POA). The Parties shall make POAs available to each other upon request, in accordance with applicable laws and rules. A charge of \$100.00 will be assessed if the POA cannot be provided supporting the change in service

provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

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) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

5.4.2 Qwest may discontinue processing orders for the failure of the RESELLER to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on RESELLER's bill. Qwest will notify the RESELLER in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and RESELLER's noncompliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying RESELLER without further notice. For order processing to resume, the RESELLER will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from the RESELLER, pursuant to this section.

5.4.3 Qwest may disconnect any or all services for failure by RESELLER to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on RESELLER's bill. RESELLER will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify the RESELLER in writing at least ten (10) days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect the RESELLER's service(s) on the date specified in the ten (10) days notice, and the RESELLER's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying RESELLER without further notice. For reconnection of service to occur, the RESELLER will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional deposit) from the RESELLER, pursuant to this section.

5.4.4 Should RESELLER or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, 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 in an effort to resolve and settle the dispute 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 will 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 billing period 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 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 disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be at 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.

5.4.5 Qwest will determine RESELLER's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If RESELLER has not established satisfactory credit with Qwest according to the above provisions, or if RESELLER is repeatedly delinquent in making its payments, or RESELLER is being reconnected after a disconnection of service or discontinuance of the processing of orders by Qwest due to a previous nonpayment situation, Qwest will require a deposit to be held as security for the payment of charges before the orders from RESELLER will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date three or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Commission rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to RESELLER's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by RESELLER. The fact that a deposit has been made does not relieve RESELLER from any requirements of this Agreement.

5.4.7 Qwest may review RESELLER's credit standing and modify the amount of deposit required.

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 RESELLER agrees to inform end user in writing of pending disconnection by RESELLER to allow end user to make other arrangements for Telecommunications Services.

5.5 Taxes

5.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the

providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5.6 Force Majeure

5.6.1 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, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a “Force Majeure Event”). 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.

5.7 Limitation of Liability

5.7.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party’s conduct or the conduct of its agents or contractors.

5.7.2 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.

5.7.3 Except for indemnity obligations or as otherwise set forth in this Section, each Party’s liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, 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, including without limitation direct damages for loss of or damage to the RESELLER’s equipment.

5.7.4 Nothing contained in this Section shall limit either Party’s liability to the other for willful or intentional misconduct.

5.7.5 Nothing contained in this Section shall limit either Party’s obligations of indemnification as specified in the Indemnity Section of this Agreement.

5.7.6 RESELLER is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to RESELLER's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to RESELLER's accounts, Qwest will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

5.8 Indemnity

5.8.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

5.8.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

5.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.

5.8.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

5.8.1.4 For purposes of this Section, where the Parties have agreed to provision line sharing using a Plain Old Telephone Service ("POTS") splitter: "claims made by end users or customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service for claims relating to DSL services, and to the Party that provides voice service for claims relating to voice services. For purposes of this Section, "customer" refers to the immediate purchaser of

the telecommunications service, whether or not that customer is the ultimate end user of that service.

5.8.2 The indemnification provided herein shall be conditioned upon:

5.8.2.1 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.

5.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

5.8.2.3 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.

5.9 Intellectual Property

5.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

5.9.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

5.9.3 To the extent required under applicable federal and state rules and law, the Party providing access shall use its best efforts to obtain from its vendors the right to use any applicable licenses for intellectual property as necessary for the other Party to use such facilities and services as contemplated hereunder.

5.9.4 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, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.9.5 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 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.

5.9.6 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 Communications services” (the “Authorized Phrase”) in RESELLER’s printed materials provided:

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

5.9.6.2 RESELLER’s use of the Authorized Phrase does not cause end users to believe that RESELLER is Qwest.

5.9.6.3 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.

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

5.9.6.5 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.

5.9.6.6 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.

5.9.7 RESELLER acknowledges the value of the marks “Qwest” and “U S WEST” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the “Owner”). RESELLER recognizes that nothing contained in this Agreement is intended as an assignment or grant to RESELLER of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. RESELLER will do nothing inconsistent with the Owner’s ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. RESELLER will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or

confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

5.10 Warranties

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

5.11 Assignment

5.11.1 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; however, if RESELLER's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. 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.

5.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of RESELLER, or any sale, transfer, pledge or other disposition by RESELLER of securities representing more than 50% of the securities entitled to vote in an election of RESELLER's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by RESELLER of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than RESELLER, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of RESELLER has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

5.12 Default

5.12.1 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.

5.13 Disclaimer of Agency

5.13.1 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.

5.14 Severability

5.14.1 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.

5.15 Nondisclosure

5.15.1 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 end user specific, facility specific, or usage specific information, other than end user 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.

5.15.2 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.

5.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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

5.15.5 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.

5.15.6 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 Survival

5.16.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two year term, 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.

5.17 Dispute Resolution

5.17.1 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 the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee 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.

5.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof. 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).

5.17.4 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.

5.17.5 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.

5.17.6 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 Controlling Law

5.18.1 This Agreement is offered by Qwest and accepted by RESELLER in accordance with the terms of the Act and the state law of Washington. It shall be interpreted solely in accordance with the terms of the Act and the state law of Washington.

5.19 Responsibility for Environmental Contamination

5.19.1 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.

5.20 Notices

5.20.1 Any notices required by or concerning this Agreement shall be in writing and sent to Qwest at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation
Corporate Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

RESELLER:
Donna Straff
Regulatory Counsel
QuantumShift Communications, Inc.
88 Rowland Way
Novato, California 94945
Phone: 888-864-2300
Fax: 415-893-0569

Each Party shall inform the other of any change in the above contact person and/or address.

5.21 Responsibility of Each Party

5.21.1 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.

5.22 No Third Party Beneficiaries

5.22.1 Unless specifically set forth herein, This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

5.23 Referenced Documents

5.23.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.24 Publicity

5.24.1 Notwithstanding anything to the contrary, RESELLER may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between RESELLER and Qwest, without Qwest's prior written consent. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if RESELLER violates this provision.

5.25 Amendment

5.25.1 RESELLER and Qwest 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.

5.26 Headings of No Force or Effect

5.26.1 The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

5.27 Regulatory Approval

5.27.1 The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

5.28 Executed in Counterparts

5.28.1 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.

5.29 Compliance

5.29.1 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, insurance and other authorities needed to perform their respective obligations hereunder.

5.30 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.30.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("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.

5.31 Cooperation

5.31.1 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 the Access to Operational Support Systems (OSS) section of this Agreement.

5.32 Entire Agreement

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

5.33 Pick and Choose

5.33.1 If this document is being used to negotiate an Interconnection Agreement, the Parties agree to comply with Section 252 (i) of the Act, and rules promulgated thereunder.

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunication 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 RESELLER for resale by RESELLER, the Parties also acknowledge that RESELLER is required to provide its Telecommunication Services to Qwest for resale by Qwest. Upon request by Qwest, RESELLER 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 RESELLER must use to access Qwest's OSS at no cost to RESELLER. If RESELLER asks Qwest personnel to travel to RESELLER's location to deliver training, RESELLER will pay Qwest's reasonable travel related expenses. Qwest may also offer to RESELLER 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 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 users, 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 RESELLER 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 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 RESELLER whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, 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), entered into by Qwest and RESELLER 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. RESELLER may take assignment of Qwest's retail end users existing CSAs and; 1) such assignments shall not trigger any otherwise applicable early termination charges; and 2) RESELLER shall pay the full retail rate that would have been paid by the retail end user for the remaining term of the assigned CSA. Should RESELLER early terminate a CSA that was assigned to RESELLER by a Qwest retail end user, then any early termination charges included in the original CSA shall apply to RESELLER. Nothing in this Agreement shall affect any obligation of any Qwest retail end user that early terminates, but does not assign a CSA to RESELLER, including payment of any early termination charges.

6.2.2.8 Grandfathered services are available for resale by RESELLER to existing end users 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 a RESELLER'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 RESELLER 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. RESELLER may purchase multiple common blocks within a single central office switching system when RESELLER requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. RESELLER 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 Reserved for Future Use

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

6.2.2.11 Reserved for Future Use

6.2.2.12 Telecommunications Services provided directly to RESELLER for its own use and not resold to end users must be identified by RESELLER as such, and RESELLER will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to RESELLER 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 users. Qwest shall also provide resold services to RESELLER in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse RESELLER for credits or fines and penalties assessed against RESELLER as a result of Qwest's failure to provide service to RESELLER, 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 RESELLER 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 RESELLER 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 RESELLER. Qwest is not required to provide service credits for service failures that are the fault of RESELLER;
- c) Reserved for Future Use;
- d) Reserved for Future Use;
- e) Reserved for Future Use; and
- f) Reserved for Future Use.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to RESELLER 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 service credits to RESELLER 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 RESELLER. Qwest is not required to pay fines and penalties for service failures that are the fault of RESELLER;
- c) Reserved for Future Use;
- d) Reserved for Future Use; and
- e) Reserved for Future Use.

6.2.4 In the event that there are existing agreements between RESELLER and Qwest for resale under Qwest retail Tariff discounts, RESELLER may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or RESELLER may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If RESELLER so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Reserved for Future Use

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 primary white pages directory listing for each main telephone number belonging to RESELLER's end user based on end user information provided to Qwest by RESELLER. Qwest will place RESELLER's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's directory assistance service. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

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

6.2.9 If Qwest provides and RESELLER accepts Qwest's directory assistance service or operator services for RESELLER's resold Local Exchange Service lines, such directory assistance or operator services may be provided with branding as provided in this Agreement in Sections 10.5 for directory assistance service, and 10.7 for operator services.

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

6.2.11 When end users switch from Qwest to RESELLER, or to RESELLER 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 Qwest properly terminates the provisioning of any resold services to RESELLER for any reason RESELLER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to RESELLER's end users. Qwest will provide notice to RESELLER 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 RESELLER 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 Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to RESELLER 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 users. If the quote is accepted by RESELLER, RESELLER 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 RESELLER.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by RESELLER without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

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

6.3.5 RESELLER agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) 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 RESELLER with sufficient information to enable RESELLER to bill its end users.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by RESELLER will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail end users, except that RESELLER will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

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 RESELLER 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 RESELLER's bill(s).

6.3.9 If rates for services resold by RESELLER under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to RESELLER 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 non-recurring 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 RESELLER's request for use by RESELLER's end users. Such non-recurring 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 RESELLER, or RESELLER'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. RESELLER shall inform its end users that they are end users of RESELLER for resold services. RESELLER's end users contacting Qwest in error will be instructed to contact RESELLER; and Qwest's end users 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 asking RESELLER's or Qwest's end users who call the other Party if they would like to discuss

the Party's products and services, and then discussing the Party's products and services with those end users who would like to do so.

6.4.2 RESELLER shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user 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 RESELLER for resale under this Agreement as Qwest provides to itself, its affiliates, its subsidiaries, other Resellers, and Qwest retail end users. The installation, provisioning, maintenance, and repair processes for RESELLER's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether RESELLER's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 RESELLER is responsible for providing to Qwest complete and accurate end user listing information including initial and updated information for directory assistance service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for directory assistance service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to a new local service provider, Qwest will render its closing bill to the end user, discontinuing billing as of the date of the discontinuance of Qwest's service to the end user. If a RESELLER that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from RESELLER, Qwest will bill the existing RESELLER for service through the date end user receives resold service from the existing RESELLER. Qwest will notify RESELLER by Operational Support System interface, facsimile, or by other agreed-upon processes when an end user moves from one RESELLER to a different local service provider. Qwest will not provide RESELLER with the name of the other local service provider selected by the end user.

6.4.6 RESELLER shall provide Qwest and Qwest shall provide RESELLER with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both RESELLER 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, RESELLER shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due date intervals for RESELLER's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to RESELLER shall be equivalent to intervals provided by Qwest to itself, its affiliates, its subsidiaries, other Resellers, and to Qwest's retail end users.

6.5 Billing

6.5.1 Qwest shall bill RESELLER and RESELLER shall be responsible for all applicable charges for the resold services as provided herein. RESELLER 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 RESELLER resells to an end user under this Agreement.

6.5.2 Qwest shall provide RESELLER, 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 Section 12.2.5, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for RESELLER review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide RESELLER resold services. RESELLER or its end users 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 RESELLER's end user's premises, other than by connection or disconnection to any interface between Qwest and the end user's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in Section 10.

6.6.3 RESELLER and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 10.3.8 of this Agreement.

Section 7.0 – WHITE PAGES DIRECTORY LISTINGS

7.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of RESELLER's end users in Qwest's listing database, based on end user information provided to Qwest by RESELLER. Qwest is authorized to use RESELLER end user listings as noted below.

7.2 Terms and Conditions

7.2.1 RESELLER will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium, and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to RESELLER's end users at no charge.

7.2.2 RESELLER will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

7.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and RESELLER Listings User Documents." Qwest will furnish RESELLER the listings format specifications. Directory publishing schedules and deadlines will be provided to RESELLER.

7.2.4 If RESELLER provides its end user's listings to Qwest, RESELLER grants Qwest access to RESELLER's end user listings information solely for use in its Directory Assistance List Service, except as provided in Section 10.4.2.5, and subject to the terms and conditions of this Agreement. Qwest will incorporate RESELLER end user listings in the directory assistance database. Qwest will incorporate RESELLER's end user 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.

7.2.5 RESELLER end user listings will be treated the same as Qwest's end user 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 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 directory assistance listings to directory assistance providers. Listings shall not be provided or sold in such a manner as to segregate end users 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 nondiscriminatory appearance and integration of white pages listings for all RESELLER's and Qwest's end users. All requests for white pages directory listings, whether RESELLER or Qwest end users, 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 non-published and non-listed listings provided that RESELLER has supplied Qwest the necessary privacy indicators on such listings.

7.2.10 RESELLER white pages listings will be in the same font and size as listings for Qwest end users, and will not be separately classified.

7.2.11 Qwest processes for publication of white pages directory listings will make no distinction between RESELLER and Qwest subscribers. RESELLER listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure RESELLER 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 listings.

7.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to RESELLER end users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end user 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 requested restrictions on use, such as nonpublished and nonlisted restrictions.

7.2.14 Reserved for Future Use.

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.

7.2.16 RESELLER agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized 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 users, 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 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. 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 the listings to be included in the white pages directory and directory assistance.

7.2.21 RESELLER may review and if necessary edit the 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 users, including:

7.2.22.1 All end user account activity (e.g., end user 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 information (if end user 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 users.

7.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled 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 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 listings information provided to RESELLER including end user 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 (including, without limitation, Qwest Dex, Inc.) (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 provides to Qwest's end users.

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 users should contact their local 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 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 local service; and (6) contact the special needs center for customers with disabilities.

7.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

7.3.1 Primary Listings; and

7.3.2 Premium/Privacy Listings.

7.4 Ordering Process

7.4.1 Qwest provides training on white page 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 Reseller RESELLERS, which is available on-line through the Interconnect and Resale Resource Guide, (<http://www.uswest.com//wholesale/>) or will be provided in hard copy to RESELLER upon request. Initial information and directions are available in the Interconnect and Resale Resource Guide.

7.4.3 RESELLER can submit the OBF forms incorporated in the Local Service Request via the IMA EDI, IMA GUI, or fax.

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 users, or their property as it employs to protect its own personnel, end users 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 users 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 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 network is part of the national security network, and as such, is 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. RESELLER is responsible for covering its 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. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which RESELLER may use in the course of work operations. Qwest assumes no liability to RESELLER, its agents, employees or representatives, if RESELLER uses a Qwest ladder available in the Wire Center.

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 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

8.8 Qwest will allow RESELLER to inspect or observe spaces which house or contain RESELLER equipment or equipment enclosures at any time and to furnish RESELLER with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured RESELLER space, in a manner consistent with that used by Qwest.

8.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house RESELLER equipment or equipment enclosures to its employees and representatives to emergency access only. RESELLER shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

8.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of RESELLER to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

8.11 RESELLER will train its employees, agents and vendors on Qwest security policies and guidelines.

8.12 When working on Qwest ICDF Frames or in Qwest equipment line-ups, RESELLER employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

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-U S WEST-SECURE. In cases of emergency, RESELLER shall call 911 and 1-888-U S WEST-SECURE.

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

8.15 RESELLER employees will ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

8.16 RESELLER employees, agents and vendors will secure and lock all doors and gates.

8.17 RESELLER will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

8.18 RESELLER's employees, agents and vendors will comply with Qwest central office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

8.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting RESELLER to denial of unescorted access.

8.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

8.21 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.

8.22 RESELLER's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

8.23 Qwest employees may request RESELLER's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

8.24 Qwest is not liable for any damage, theft or personal injury resulting from RESELLER's employees, agents or vendors parking in a Qwest parking area.

8.25 RESELLER's employees, agents or vendors outside the designated RESELLER access area or without proper identification will be asked to vacate the premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.

8.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

8.27 RESELLER will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. RESELLER and Qwest will meet to review applications and security requirements.

8.28 RESELLER employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to RESELLER's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

8.29 RESELLER will collect identification/access cards for any employees, agents or vendors no longer working on behalf of RESELLER and forward them to Qwest Security. If cards or keys cannot be collected, RESELLER will immediately notify Qwest at 800-210-8169.

8.30 RESELLER will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

8.31 RESELLER employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a central office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

8.32 RESELLER will notify Qwest if RESELLER has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

8.33 RESELLER will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to RESELLER's space. The list will include

names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

8.34 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, 900 and 976 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.

8.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

8.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of RESELLER, for any lines served from Qwest Wire Centers or cross boxes.

8.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. RESELLER will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where RESELLER must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. RESELLER will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

Section 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

9.1 Description

9.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. 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 that Qwest has developed and shall provide to RESELLER. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to RESELLER consistent with the provisions of this Section.

9.1.2 Through its electronic gateways, Qwest shall provide RESELLER non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements. 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 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. 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 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 standards 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 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 Reserved for Future Use

9.2.1.5 Dial-Up Capabilities

9.2.1.5.1 Reserved for Future Use

9.2.1.5.2 Reserved for Future Use

9.2.1.5.3 When RESELLER requests from Qwest more than fifty (50) SecurIDs, RESELLER shall use a T1 line instead of dial-up capabilities.

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).

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.

9.2.2 Maintenance and Repair

9.2.2.1 Qwest shall provide electronic interface gateways for reporting trouble, including an electronic bonding interface and a GUI interface, 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.

9.2.3 Interface Availability

9.2.3.1 Qwest shall make the interfaces available during the hours listed in the Gateway Availability PIDs in Section 20.

9.2.3.2 Qwest shall notify RESELLERS regarding system downtime through mass email distribution and pop-up windows in the IMA GUI.

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.

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

9.2.5.2.1 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 Alliance for Telecommunication Industry Solution (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 the following list of products:

- a) Resale; and
- b) Unbundled Switch Port.

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 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 the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch Port.

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 the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch.

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 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available in the PCAT located at <http://www.qwest.com/wholesale/pcat/>

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; and
- 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 and RESELLER shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for RESELLER and Qwest to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for RESELLERS as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor RESELLER CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, RESELLER and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform RESELLERS through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information RESELLER receives from Qwest or any document or information Qwest sends RESELLER to allow RESELLER to transact business. Qwest will seek RESELLER input on the planned changes and will report such consideration in a timely manner.

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 based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the RESELLER Industry Change Management Process (CICMP). Qwest will provide to RESELLER the features list for modifications to the interface. Specifications for interface modifications will be provided to RESELLER three weeks prior to the release date.

9.2.7 RESELLER Responsibilities for Implementation of OSS Interfaces

9.2.7.1 Before any RESELLER implementation can begin, RESELLER must completely and accurately answer the RESELLER Questionnaire.

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.

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 RESELLERs demonstrate the ability to generate correct transactions for the new release. Qwest will provide the suite of tests for re-certification to RESELLER with the issuance of the disclosure document.

9.2.8.4 Reserved for Future Use

9.2.9 RESELLER Responsibilities for On-going Support for OSS Interfaces

9.2.9.1 If using the GUI interface, RESELLER must work with Qwest to train RESELLER personnel on the GUI functions that RESELLER will be using. Qwest and RESELLER shall concur on which GUI functions should be included in RESELLER's training. Qwest and RESELLER shall make reasonable efforts to schedule training in a timely fashion.

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 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 calls. This test will establish the ability of the trading partners to send and receive EDI data 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 has implemented environment changes when moving into production.

9.2.9.3.2 Stand-Alone Testing Environment – Qwest is developing a

stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to RESELLER during its development of EDI. The Stand-Alone Testing Environment provides RESELLER the opportunity to validate its technical development efforts. This testing verifies RESELLER's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully. Stand Alone Testing uses test account data. All stand alone test orders are subjected to the same edits as production orders. 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/IMA system edits successfully. Interoperability testing requires the use of valid Qwest data. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when RESELLER has conducted Stand-Alone Testing successfully.

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 orders as production orders. 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. It is the sole responsibility of RESELLER to schedule an appointment with Qwest for certification of its business scenarios. RESELLER must 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. 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 is required to be certified. Certification is granted only for a specific release of the EDI.

9.2.9.4.1 For a new software release or upgrade, Qwest will provide

RESELLER a 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 Section 9.2.9.3.2, 9.2.9.3.3 and 9.2.9.3.4.

9.2.9.4.2 For a new software release or upgrade, Qwest will provide RESELLER the stand alone testing environment, as set forth in Section 9.2.9.3.2, prior to implementing that release or upgrade in the production environment.

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.

9.2.9.6 RESELLER will contact the Qwest EDI Implementation Coordinator to initiate the migration process. RESELLER must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release.

9.2.9.7 RESELLER will be expected to execute the re-certification test cases in the interoperability test environment. RESELLER will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

9.2.9.8 Reserved for Future Use

9.2.9.9 In the event of electronic interface trouble, RESELLER shall use its best efforts to isolate and resolve the trouble using the guidelines. If RESELLER cannot resolve the problem, then RESELLER should contact the RESELLER Systems Help Desk. The RESELLER Systems Help Desk is RESELLER's Single Point of Contact for electronic interface trouble.

9.2.10 RESELLER Support

9.2.10.1 Qwest shall provide assistance for RESELLER to understand how to implement and use all of the available OSS functions. 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. This assistance will include training, documentation, and RESELLER Help Desk.

9.2.11 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates set forth in Exhibit A.

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 a manner in substantially the same time and manner as that which Qwest provides for itself.

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 its end users.

9.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to its own end users.

9.3.2 Branding

9.3.2.1 Should Qwest need to use various forms for communication with RESELLER end users (while out on premises dispatches on behalf of RESELLER, for example), Qwest will use unbranded forms.

9.3.2.2 If required by RESELLER, Qwest will use branded forms at RESELLER's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

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 other interconnecting RESELLERS and itself.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

9.3.4 Trouble Isolation

9.3.4.1 Pursuant to the applicable exchange and network service catalog, Qwest will bill appropriate Maintenance of Service charges, set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in RESELLER's portion of the network.

9.3.4.2 Maintenance of Service, set forth in Exhibit A, may be imposed by Qwest on RESELLER for other internal repair work incurred on behalf of RESELLER and later found to be in RESELLER network components.

9.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's demarcation point) for RESELLER or its end users.

9.3.6 Testing/Test Requests/Coordinated Testing/UNEs

9.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

9.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from RESELLER.

9.3.6.3 Qwest end users are not given test results. On manually reported trouble, Qwest will not provide to RESELLER the test results for its trouble reports. For electronically reported trouble, RESELLER may be provided various basic test results.

9.3.6.4 Qwest's test systems do not support testing of Unbundled Network Elements. RESELLER shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

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 users with the correct telephone numbers to call for access to their respective repair bureaus.

9.3.8.1.2 End users of RESELLER shall be instructed to report all cases of trouble to RESELLER. End users 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 users who call the other Party.

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, neither Party shall make disparaging remarks about each other.

9.3.9 Major Outages/Restoral/Notification

9.3.9.1 Qwest will notify RESELLER of major network outages as soon as is practical. This notification will be via e-mail to RESELLER's identified contact. With the minor exception of certain proprietary 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 frequency schedule as is provided internally within Qwest. 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 quality to that which it provides to itself.

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. Such process work will include establishment of reasonable thresholds and notification standards.

9.3.11 Hours of Coverage

9.3.11.1 Qwest's repair operation is seven days a week, 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 situation.

9.3.12 Escalations

9.3.12.1 Qwest will provide trouble escalation procedures to RESELLER. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

9.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

9.3.13 Dispatch

9.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

9.3.13.2 Upon the receipt of a trouble report from RESELLER, Qwest will do all that is reasonable and practical, according to internal 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.

9.3.13.3 For POTS lines, Qwest will not request authorization from RESELLER prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept RESELLER authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, RESELLER will be notified.

9.3.13.4 RESELLER shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

9.3.14 Electronic Reporting

12.3.14.1 RESELLER may submit Trouble Reports through the electronic bonding or GUI interfaces provided by Qwest.

9.3.15 Intervals/Parity

9.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of RESELLER end users, will receive similar commitment intervals.

9.3.16 Jeopardy Management

9.3.16.1 Notification to RESELLER will be given on the same basis that a trouble report interval is likely to be missed.

9.3.17 Trouble Screening

9.3.17.1 RESELLER shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

9.3.17.2 Qwest will cooperate with RESELLER to show RESELLER how Qwest screens trouble conditions in its own centers, so that RESELLER will 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 as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

9.3.19 End User Interfaces

9.3.19.1 RESELLER will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

9.3.19.2 All Qwest employees who perform repair service for RESELLER end users will be trained in non-discriminatory behavior.

9.3.20 Repair Call Handling

9.3.20.1 Manually reported repair calls by RESELLER to Qwest will be answered with substantially the same quality and speed as Qwest answers calls from its own end users.

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 days a week, twenty-four 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 Tandems 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 is updated every two weeks.

9.3.23 Maintenance Windows

9.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

9.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

9.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

9.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to RESELLER via Qwest's Web site.

Section 10.0 - Qwest Dex

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, including Qwest Dex. Qwest acknowledges that RESELLER may request Qwest to facilitate discussions between RESELLER and Qwest Dex.

Section 11.0 - SERVICE PERFORMANCE

11.1 Qwest is currently developing performance measures in a process created by the Regional Oversight Committee (ROC). Qwest will amend this Agreement when the ROC process is complete to incorporate all aspects of the ROC final decision.

SECTION 12 - SIGNATURE

Entire Agreement

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

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

QuantumShift Communications, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date