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RESALE

1. Description

- 1.1 CO-PROVIDER may resell to any and all classes of end-users Telecommunications Services obtained from U S WEST under this Agreement, except that (i) residential services may not be resold to business customers and business service may not be resold to residential customers and (ii) Lifeline Assistance, Link-up Services, and Telecommunications Relay Services may be resold only to those customers eligible for those services.¹ U S WEST will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. The foregoing shall permit, without limitation, the resale of Telecommunications Services to another Reseller.**
- 1.2 U S WEST will also make the following services available for resale: residential basic exchange, Centrex Plus, Operator Services, Directory Assistance, Optional Calling Plans, Volume Discount Plans, Discounted Feature Packages, Private Line Transport, negotiated contract arrangements, Business Basic Exchange, PBX Trunks, Frame Relay Service, ISDN, listings, features, IntraLATA toll, AIN Services and WATS. This list of services is neither all inclusive nor exclusive.**
- 1.3 At the request of CO-PROVIDER, and pursuant to the requirements of the Act, and FCC rules and state regulations, U S WEST shall make available to CO-PROVIDER for resale any Telecommunications Services that U S WEST currently provides or may offer hereafter, including, but not limited to, Telecommunications Services offered through promotions of more than ninety (90) days duration, contract service arrangements, special arrangements, and discount plans.² Resale discounts may vary from the standard resale discount, subject to the approval of the Commission.**
- 1.4 This Section 1 describes several services which U S WEST shall make available to CO-PROVIDER for resale pursuant to this Agreement. This description of services is neither all inclusive nor exclusive. Except as may be noted elsewhere in this Agreement, all services or offerings of U S WEST which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.**
- 1.5 U S WEST shall not be required to make inside wire or voice mail services available to CO-PROVIDER for resale.³**

1.5.1 Voice Mail

U S WEST shall make available the SMDI-E ("Station Message Desk Interface-Enhanced"), where available, or SMDI (Station Message Desk Interface), where SMDI-E is not available, feature capability allowing for Voice Mail Services.

¹ Per AT&T Order at page 16, Issue 29.

² Per AT&T Order at page 15, Issue 27.

³ Per AT&T Recommendations at page 21, Issue 126. Per AT&T Order at page 13-15, Issue 27.

Modified per AT&T Approval at page 13, paragraph E.

U S WEST shall make available, where available, the MWI (Message Waiting Indicator) stutter dialtone and message waiting light feature capabilities.
 U S WEST shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

1.6 Grandfathered Services

U S WEST shall offer for resale to CO-PROVIDER all grandfathered services. For purposes of this Agreement, a grandfathered service is a service that U S WEST no longer offers to new subscribers or a class of new subscribers. CO-PROVIDER shall be notified of any U S WEST request for the termination of service and/or its grandfathering filed with the Commission or U S WEST's intent to grandfather/withdraw a service at least thirty (30) calendar days prior to the effective date of such grandfathering or intended termination. The form of notification may be either in written or electronic form.

1.7 N11 Service

CO-PROVIDER shall have the right to resell any N11 service, including, but not limited to, 411 and 911 services.

1.8 Promotions

Promotions of ninety (90) days or less need not be made available to CO-PROVIDER at the wholesale discount rate.⁴

- 1.9 The specific business process requirements and systems interface requirements are set forth in Attachment 5 and Attachment 6 to this Agreement.

2. General Terms and Conditions for Resale

- 2.1 **Primary Local Exchange Carrier Selection.** U S WEST shall apply the principles set forth in Section 64.1100 of the FCC Rules, 47 C.F.R. § 64.1100, as implemented, to the process for end-user selection of a primary local exchange carrier. In accordance with the customer authorization process described elsewhere in this Agreement, U S WEST shall not require notification from the customer, another carrier, or another entity, in order to process an CO-PROVIDER order for local service for a customer.
- 2.2 Except where otherwise provided, CO-PROVIDER, or CO-PROVIDER's agent, shall act as the single point of contact for its end users' service needs, including, without limitation, sales, service design, order taking, provision, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CO-PROVIDER shall inform its end users that they are customers of CO-PROVIDER for resold services. CO-PROVIDER's end users who inadvertently contact U S WEST with questions regarding their CO-PROVIDER service will be instructed to contact CO-PROVIDER. U S WEST end users who inadvertently contact CO-PROVIDER with questions regarding their U S WEST service will be instructed to contact U S WEST. Nothing in this Agreement shall be deemed to prohibit either Party from discussing its products and services with customers of the other Party who solicit such information or who are directly contacted by a Party.

⁴ Per AT&T Order at page 15, Issues 27-28.

3. Basic Service Requirements

3.1 Call Types

3.1.1 U S WEST shall provide the following call types, features and functions to CO-PROVIDER and its end users with no loss of feature or functionality: (a) dial tone and ringing; (b) capability for either dial pulse or touch tone; (c) flat and measured services; (d) speech recognition as available with other custom calling and CLASS features; (e) same extended area service free calling area; (f) 1 + intraLATA toll calling; (g) access to interLATA toll calling; (h) access to international calling; (i) lines as well as trunks (DID, DOD); (j) analog and digital private line - all speeds; (k) off-premises extensions; (l) Centrex; and (m) ISDN.

3.2 U S WEST will provide access for CO-PROVIDER and all its end user customers to all call types, including, but not limited to, 500, 700, 800, 900, exchanges and dial around services (10XXX).

3.3 U S WEST shall impose no restrictions on customer's calling (e.g., there should not be a 750 minute limit on flat rate calling).

3.4 U S WEST will provide pre-subscription services for interLATA toll services in accordance with currently accepted methods and procedures.

3.5 Features Requirements

3.5.1 U S WEST will provide CO-PROVIDER the ability to suspend and restore customer service, including vacation suspension service, at the direction of CO-PROVIDER.

3.5.2 End Office Features. U S WEST will provide to CO-PROVIDER the same end office features available to U S WEST's end users, including, but not limited to, CLASS features, Custom Calling features, and AIN features.

3.5.3 Call Blocking Features. U S WEST will provide to CO-PROVIDER the same call blocking features as are available to U S WEST's own Customers.

3.6 Upon request, U S WEST shall provide CO-PROVIDER a list, in an agreed upon format by central office, of all the Telecommunications Services, features and functions offered by U S WEST within sixty (60) days after the Effective Date of this Agreement and shall provide updates to such lists as further described in Attachment 5. U S WEST shall also provide an electronic access method for CO-PROVIDER to ascertain the service availability of a particular USOC in a given central office.

4. Requirements for Specific Services

4.1 IntraLATA Toll

U S WEST will provide CO-PROVIDER its intraLATA toll service to CO-PROVIDER for resale where 1+ intraLATA toll presubscription is not available.

4.2 Private Line Services

The following private line services shall be made available without restriction from U S WEST: (a) voice grade private line services; (b) off premise extensions; (c) foreign exchange line service; (d) point-to-point and multi-point digital services (e.g., 9.6 kbps-

56 kbps; fractional DS-1); (e) DS-1 Services; (f) DS-3 services; (g) OC-3 service (where available); (h) frame relay service; (i) packet switched services; (j) switched digital services; and (k) other private line services as they are made available.

4.3 Centrex Requirements

- 4.3.1 At CO-PROVIDER's option and as they are available to U S WEST's own end users via interstate tariffs and state tariffs, price lists, price schedules, catalogs, or Individual Case Basis, CO-PROVIDER may purchase a single, any combination, or the entire set of Centrex features, including Centrex Management System (CMS) or its equivalent as described in Attachment 5. The Centrex service provided for resale will meet the requirements set forth in the following provisions of this Section 4.3.
- 4.3.2 All service levels and features of Centrex service provided by U S WEST for resale by CO-PROVIDER shall be at parity with levels and features provided to U S WEST's own customers or as mutually agreed upon by the Parties.
- 4.3.3 CO-PROVIDER may aggregate the Centrex local exchange and intraLATA traffic usage of CO-PROVIDER subscribers to the extent U S WEST makes such aggregation available to itself or to its end users, Customers, or Affiliates.
- 4.3.4 CO-PROVIDER may aggregate multiple CO-PROVIDER customers on dedicated access facilities.
- 4.3.5 U S WEST shall make CMS information available to CO-PROVIDER at the common block level via an electronic interface, as provided to U S WEST's own end users.
- 4.3.6 CO-PROVIDER may use remote call forwarding in conjunction with Centrex service to provide service to CO-PROVIDER local service Customers residing outside of the geographic territory in which U S WEST provides local exchange service. However, U S WEST is not obligated to provide facilities outside its service territory.
- 4.3.7 CO-PROVIDER may purchase any and all levels of Centrex service for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service, equivalent to what is offered to U S WEST's own end users.
- 4.3.8 U S WEST will provide to CO-PROVIDER the ability to suppress the need for CO-PROVIDER customers to dial "9" when placing calls outside the Centrex system.
- 4.3.9 U S WEST shall make available to CO-PROVIDER for resale, at no additional charge, intercom calling among all CO-PROVIDER customers within a common block who utilize resold Centrex service.

4.4 CLASS and Custom Features Requirements

CO-PROVIDER may purchase a single, any combination, or the entire set of CLASS and custom features and functions, on a customer-specific basis. CLASS features shall include, but not be limited to: caller identification, name and number; call screening; call tracing; and automatic call back on busy (*69). U S WEST shall provide to CO-PROVIDER a list of all such CLASS and custom features and functions within ten (10)

days of the Effective Date of this Agreement and shall provide updates to such list when new features and functions become available.

4.5 Customer Financial Assistance Programs

4.5.1 Local services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Lifeline, Voluntary Federal Customer Financial Assistance Program, and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a U S WEST subscriber eligible for the Voluntary Federal Subscriber Financial Assistance Programs or other similar state programs chooses to obtain local service from CO-PROVIDER, U S WEST shall forward information available to U S WEST regarding such subscriber's eligibility to participate in such programs to CO-PROVIDER and in electronic format when available in accordance with the procedures set forth herein.

4.5.2 **U S WEST shall offer for resale Lifeline and Link-Up Service; provided, however, that CO-PROVIDER may only resell Lifeline and Link-Up Service to those Customers eligible to receive such services.⁵ U S WEST shall make Telephone Relay Service available to CO-PROVIDER for use by CO-PROVIDER Customers who are speech or hearing-impaired.⁶ U S WEST will provide information about the certification process for the provisioning of Lifeline, Link-up, Telephone Relay⁷ and similar services. U S WEST will forward to CO-PROVIDER, in electronic format (when available), information available to U S WEST regarding a subscriber's program eligibility, status and certification when a U S WEST subscriber currently on any U S WEST telephone assistance program changes service to CO-PROVIDER as their local exchange carrier. U S WEST will cooperate in obtaining any subsidy associated with a subscriber transfer to CO-PROVIDER.**

4.5.2.1 In connection with the transfer of a customer from U S WEST to CO-PROVIDER, U S WEST shall provide to CO-PROVIDER a customer profile, including customer name, billing and residence address, billing telephone number(s), eligibility for Voluntary Federal Customer Financial Assistance Program, **Telephone Relay Services⁸** and other similar services, and identification of U S WEST features and services subscribed to by the customer.

4.6 Discount Plans and Services

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

4.6.2 CO-PROVIDER can utilize any volume discounts that U S WEST makes available to its end user customers.

⁵ Per AT&T Order at page 15, Issue 29.

⁶ Per AT&T Order at page 14, Issues 27-28.

⁷ Per AT&T Order at page 14, Issues 27-28.

⁸ Per AT&T Order at page 14, Issues 27-28.

4.7 Hospitality Service

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

4.8 Telephone Line Number Calling Cards

Effective ten (10) Business Days after the date of an end-user's subscription to CO-PROVIDER service or within twenty-four (24) hours after CO-PROVIDER has notified U S WEST that it has replaced the subscriber's calling card, whichever is earlier, U S WEST will terminate its existing telephone line number-based ("TLN"-based) calling cards and deactivate any U S WEST-assigned telephone line calling card number subaccount and PIN (including area code) from the LIDB. CO-PROVIDER may issue a new telephone calling card to such customer, utilizing the same TLN, and CO-PROVIDER shall have the right to enter such TLN in the LIDB for calling card validation purposes. U S WEST will assume responsibility for billing its calling card calls that appear before the card is terminated. Nothing in this section shall prohibit U S WEST from terminating calling card service to U S WEST customers who have been determined to be a credit risk, according to U S WEST's normal business practices.

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

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

4.8.3 U S WEST will provide CO-PROVIDER the ability to utilize U S WEST's LIDB for calling card validation.

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

4.10 Payphone Services

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

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

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

U S WEST agrees to sell to CO-PROVIDER all PAL services under the same terms and conditions that U S WEST provides such services to itself or any other Person, including volume and wholesale discounts, or as otherwise approved by the Commission, if at all.⁹

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

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

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

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

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

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

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

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

4.10.6 (Intentionally left blank for numbering consistency)

⁹ Per AT&T Recommendations at page 22, Issue 140.

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

5. Service Functions

- 5.1 U S WEST shall provide CO-PROVIDER with the information available to U S WEST that CO-PROVIDER will need to certify subscribers who transfer from U S WEST as exempt from charges (including taxes), or eligible for reduced charges associated with providing services.
- 5.2 U S WEST shall provide CO-PROVIDER with appropriate notification of all area transfers with line level detail one hundred twenty (120) days before service transfer, and will also notify CO-PROVIDER within one hundred twenty (120) days before such change or any LATA boundary changes.
- 5.3 U S WEST will work cooperatively with CO-PROVIDER in practices and procedures regarding the handling of law enforcement and service annoyance calls.

5.4 Support Functions

5.4.1 Routing to Directory Assistance, Operator and Other Services

5.4.1.1 U S WEST shall make available to CO-PROVIDER the ability to route:

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

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

6. Security and Law

- 6.1 U S WEST will maintain and safeguard all CO-PROVIDER customer information according to CPNI privacy guidelines.
- 6.2 U S WEST and CO-PROVIDER will work jointly in security matters as they relate to CO-PROVIDER customers in a resale environment including, but not limited to, harassment and annoyance calls.
- 6.3 U S WEST and CO-PROVIDER will work jointly to support law enforcement agency requirements including, but not limited to, taps, traces and court orders.

- 6.4 U S WEST will work jointly with CO-PROVIDER with respect to prevention and settlement of fraud.
- 6.5 U S WEST and CO-PROVIDER will work jointly to provide access to lines in a hostage situation.

7. Ordering and Maintenance

- 7.1 CO-PROVIDER shall transmit to U S WEST the information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to U S WEST's standard procedures, as described in the U S WEST resale operations guide that will be provided to CO-PROVIDER. When U S WEST's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, U S WEST will render its closing bill to the end user effective with the disconnection. Should CO-PROVIDER's end user, a new service provider or CO-PROVIDER request service be discontinued to the end user, U S WEST will issue a bill to CO-PROVIDER for that portion of the service provided to the CO-PROVIDER end user. In no event, shall the transition of an end user from U S WEST to CO-PROVIDER cause a disconnection of service other than as specifically provided for in this Agreement. It is understood that CO-PROVIDER's decision to request a change in class of service (or a conversion to a re-used unbundled loop) at "transition" may involve a few minutes out-of-service. The preceding may be modified by agreement of the Parties.
- 7.2 U S WEST will notify CO-PROVIDER by fax or other processes as agreed to by the Parties, when an end user moves to another service provider.
- 7.3 The new service provider shall be responsible for issuing either a transfer of service or disconnect/new connect order, as appropriate.
- 7.4 The Parties agree that they will work cooperatively to develop the standards and processes applicable to the transfer of such accounts that are in arrears.

8. Changes in Retail Service

- 8.1 **U S WEST will notify CO-PROVIDER of any changes in the terms and conditions under which it offers Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of such change.¹⁰**
- 8.2 U S WEST will provide to CO-PROVIDER advance notice of the availability of new Telecommunication Services in accordance with Section 23.2 of Part A of this Agreement.
- 8.3 In the event U S WEST intends to terminate the provisioning of any resold services to CO-PROVIDER for any reason, CO-PROVIDER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to CO-PROVIDER's end users. U S WEST will provide sufficient written notice to CO-PROVIDER of U S WEST's intent to terminate a

¹⁰ Per AT&T Order at page 23, Issue 40.

resold service so that CO-PROVIDER may notify its customers or intervene in the proceedings on a timely basis consistent with Commission rules and notice requirements.

9. Customer Authorization Process

- 9.1 U S WEST and CO-PROVIDER will use the existing PIC process as a model, and the same or similar procedures for changes of local providers. For a local carrier change initiated by CO-PROVIDER or an agent of CO-PROVIDER to a customer, one of the following four (4) procedures will constitute authorization for the change: (a) Obtain the customer's written authorization (letter of authorization or LOA); (b) Obtain the customer's electronic authorization by use of a toll-free number; (c) Have the customer's oral authorization verified by an independent third party (third party verification); or (d) Send an information package, including a prepaid, returnable postcard, within three (3) days of the customer's request for a local carrier change, and wait fourteen (14) days before submitting the local carrier change to the previous carrier.
- 9.2 It is understood by U S WEST and CO-PROVIDER that these procedures may be superseded or modified by FCC rules or industry standards.
- 9.3 U S WEST will provide CO-PROVIDER authorization for a local carrier change that is initiated by a customer call to CO-PROVIDER. In this case CO-PROVIDER will: (a) maintain internal records verifying the customer's stated intent to switch carriers; and (b) produce the record in case of a slamming dispute consistent with FCC rules.
- 9.4 Should an end user dispute or a discrepancy arise regarding the authority of CO-PROVIDER to act on behalf of the end user, CO-PROVIDER is responsible for providing a written response evidencing its authority to U S WEST within five (5) Business Days of receipt of a written request from U S WEST describing the basis of the dispute or discrepancy. If there is a conflict between the end user designation or CO-PROVIDER does not provide a response within five (5) Business Days, U S WEST shall honor the designation of the end user. In the event the end user designation is honored by U S WEST as described above, then CO-PROVIDER shall remit a slamming charge, if any, in accordance with Section 258 of the Act and Commission Rules.
- 9.5 Should an end user dispute or a discrepancy arise regarding the authority of U S WEST to act on behalf of the end user, U S WEST is responsible for providing a written response evidencing its authority to CO-PROVIDER within five (5) Business Days of receipt of a written request from CO-PROVIDER describing the basis of the dispute or discrepancy. If there is a conflict between the end user designation or U S WEST does not provide a response within five (5) Business Days, CO-PROVIDER shall honor the designation of the end user. In the event the end user designation is honored by CO-PROVIDER as described above, then U S WEST shall remit a slamming charge, if any, in accordance with Section 258 of the Act and Commission rules.
- 9.6 CO-PROVIDER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and for intraLATA services when intraLATA presubscription is implemented.
- 9.6.1 U S WEST is not required to dedicate a central office code in a U S WEST central office for CO-PROVIDER's exclusive use as a reseller of U S WEST's exchange services. Consistent with U S WEST's own**

internal practices, U S WEST will set aside blocks of numbers within a central office code for CO-PROVIDER's use.¹¹

- 9.7 When Customers switch from U S WEST to CO-PROVIDER, or to CO-PROVIDER from any other service provider, such Customers shall be permitted to retain their current telephone numbers if they so desire and if they do not change their service address to an address served by a different central office. U S WEST shall take no action to prevent CO-PROVIDER Customers from retaining their current telephone numbers.

10. CO-PROVIDER Responsibilities

- 10.1 CO-PROVIDER must send to U S WEST either (a) complete and accurate end user listing information for Directory Assistance and 911 Emergency Services using processes mutually agreed to by the Parties, or (b) notification of as is migration. CO-PROVIDER must provide to U S WEST accurate end user information to ensure appropriate listings in any databases in which U S WEST retains and/or maintains end user information. CO-PROVIDER assumes liability for the accuracy of information provided to U S WEST. After receiving accurate information from CO-PROVIDER, U S WEST assumes liability for the accuracy of transmission of such information to the database provider (e.g., SCC).
- 10.2 U S WEST shall provide CO-PROVIDER with the capability to assign large quantities (i.e., greater than ten (10)) telephone numbers for multiple line and PBX customers in accordance with U S WEST's tariffs and/or its own internal practices.
- 10.3 CO-PROVIDER will provide a three (3) year non-binding forecast within ninety (90) days of the Effective Date of this Agreement. The forecast shall be updated and provided to U S WEST on a quarterly basis. The initial forecast will provide:

The date service will be offered (by city and/or state)
 The type and quantity of service(s) which will be offered
 CO-PROVIDER's anticipated order volume
 CO-PROVIDER's key contact personnel

11. Pricing

The wholesale discount rate charged to CO-PROVIDER for Local Resale is set forth in Attachment 1 of this Agreement.

12. Deposit

- 12.1 U S WEST may require a suitable deposit to be held by U S WEST as a **guarantee for payment of U S WEST's charges** for companies which cannot demonstrate sufficient financial integrity based on commercially reasonable standards, which may include a satisfactory credit rating as determined by a recognized credit rating agency reasonably acceptable to U S WEST. **Any deposit required of an existing reseller is due and payable within ten (10) days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period. Interest on the**

¹¹ Per AT&T Order at page 31, Issue 58.

deposit shall be accumulated by U S WEST at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.¹²

- 12.2 When the service is terminated or when CO-PROVIDER has established satisfactory credit, if required under the terms of the preceding paragraph, the amount of the initial or additional deposit, with any interest due, will, at CO-PROVIDER's option, be either credited to CO-PROVIDER's account or refunded. Satisfactory credit for CO-PROVIDER is defined as (a) twelve (12) months positive payment history in another capacity with U S WEST, such as in the interexchange area; (b) financial standing as outlined in the preceding paragraph above; (c) posting a bond; or (d) twelve (12) consecutive months' service as a reseller without a termination for nonpayment and with no more than one (1) notification of intent to terminate service for nonpayment. Interest on the deposit shall be accumulated by U S WEST at a rate equal to the federal prime rate, as published in the Wall Street Journal from time to time.

¹² Per AT&T Order at page 22, Issue 38.