

TABLE OF CONTENTS
ATTACHMENT 5
BUSINESS PROCESS REQUIREMENTS

1. General Business Requirements 1

2. Pre-Ordering 3

3. Ordering and Provisioning 8

4. Connectivity Billing and Recording 18

5. Provision Of Customer Usage Data 27

6. Maintenance 36

7. Miscellaneous Services and Functions 43

1. General Business Requirements

1.1 Procedures

1.1.1 U S WEST Contact with Subscribers

1.1.1.1 CO-PROVIDER at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by CO-PROVIDER. CO-PROVIDER subscribers include active Customers as well as those for whom service orders are pending.

1.1.1.2 U S WEST shall ensure that any U S WEST personnel who may receive customer inquiries, or otherwise have opportunity for subscriber contact: (a) provide appropriate referrals and telephone numbers to subscribers who inquire about CO-PROVIDER services or products; (b) do not in any way disparage CO-PROVIDER or its products or services during such inquiry or subscriber contact; and (c) do not provide information about U S WEST products or services during that same inquiry or subscriber contact.

1.1.1.3 CO-PROVIDER shall ensure that any CO-PROVIDER personnel who may receive customer inquiries, or otherwise have opportunity for subscriber contact: (a) provide appropriate referrals and telephone numbers to subscribers who inquire about U S WEST services or products; (b) do not in any way disparage U S WEST, or its products or services during such inquiry or subscriber contact; and (c) do not provide information about CO-PROVIDER products or services during that same inquiry or subscriber contact.

1.1.1.4 U S WEST shall not use CO-PROVIDER's request for subscriber information, order submission or any other aspect of CO-PROVIDER's processes or services to aid U S WEST's marketing or sales efforts.

1.1.2 Expedite, Escalation and Disaster Procedures

1.1.2.1 No later than sixty (60) days after the Effective Date of this Agreement, U S WEST and CO-PROVIDER shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. Within the said sixty (60) day period, U S WEST and CO-PROVIDER will establish intercompany contact lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures. To the extent possible, U S WEST shall notify CO-PROVIDER of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.2.2 No later than sixty (60) days after the Effective Date of this Agreement, U S WEST and CO-PROVIDER shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing and other procedures for U S WEST's unbundled Network Elements, features, functions and Resale Services are inoperable.

1.1.3 Operational and Technological Changes

1.1.3.1 U S WEST shall notify CO-PROVIDER of any material operational or technological (e.g., network, systems interfaces) changes related to any services,

Interconnection methods, or Network Elements purchased by CO-PROVIDER. At the time U S WEST decides to make such a change, U S WEST will notify CO-PROVIDER in sufficient time to allow CO-PROVIDER to make necessary adjustments to accommodate the change, but in no case with less than thirty (30) days' notice, unless otherwise agreed to by the Parties. Objections to the proposed change must be given in writing to U S WEST in a reasonable time. For the purposes of this Section, material changes shall be defined as those changes which will likely impact current interactions between CO-PROVIDER (or its customers) and U S WEST.

1.1.3.2 U S WEST agrees to notify CO-PROVIDER whenever an CO-PROVIDER subscriber who is provided local service through Services for Resale, INP/NP, or unbundled Network Elements changes CO-PROVIDER PIC status.

1.1.4 Customer of Record

1.1.4.1 Providing CO-PROVIDER has obtained proper Customer authorization, U S WEST shall recognize CO-PROVIDER as the Customer of Record for all Network Elements or Services for Resale ordered by CO-PROVIDER and shall send all notices, invoices, and information which pertain to such ordered services directly to CO-PROVIDER. CO-PROVIDER will provide U S WEST with addresses to which U S WEST shall send all such notices, invoices, and information.¹

1.1.5 Work Center Interface Procedures

1.1.5.1 U S WEST and CO-PROVIDER shall, within ninety (90) days of the Effective Date of this Agreement, develop and implement work center interface procedures for each function/business process necessary for fulfilling the terms of this Agreement.

1.2 Service Offerings

1.2.1 Changes in Retail Service Offerings

1.2.1.1 Pursuant to Section 23.2 of Part A of this Agreement, U S WEST shall provide summaries to CO-PROVIDER describing the proposed change(s) of services which are available for resale pursuant to this Agreement.

1.2.1.2 (Intentionally left blank for numbering consistency)

1.2.1.3 U S WEST shall provide CO-PROVIDER with access to new services, features, and functions concurrent with U S WEST's notice to CO-PROVIDER of such changes, so that CO-PROVIDER may evaluate these services.

1.2.2 Essential Services

1.2.2.1 U S WEST shall designate trunks or lines as an Essential Service Line (ESL) or Telecommunications Service Priority (TSP), whichever is applicable, upon CO-PROVIDER's request, based on industry standards.

¹ Per AT&T Order at page 23, Issue 40.

1.2.3 Blocking Services

1.2.3.1 Upon request from CO-PROVIDER, U S WEST shall provide blocking in accordance with U S WEST standard intervals for 700, 900, and 976 services, or other services of similar type as may now exist or may be developed in the future according to industry standards, and shall provide Billed Number Screening ("BNS"), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, trunk, or individual service basis.

1.2.4 Training Support

1.2.4.1 U S WEST will train its employees who may communicate with CO-PROVIDER subscribers to treat CO-PROVIDER in a nondiscriminatory manner. U S WEST will solicit and may take into account input from CO-PROVIDER in the development of such training and will permit CO-PROVIDER to review, but not approve, such training. Such training will comply with the branding requirements of this Agreement.

1.2.4.2 U S WEST or its agent shall train CO-PROVIDER employees on U S WEST's systems and processes necessary to assure the accuracy of required information exchange between CO-PROVIDER. Information/materials provided to CO-PROVIDER should include, at a minimum, operational and procedural information, and U S WEST-specific system access/interface instruction for performing similar functions.

1.2.5 Carrier Identification Codes

U S WEST shall provide to CO-PROVIDER the active Carrier Identification Codes (CIC) for both Dial 1 and toll free (e.g., 800, 888) services for each of its access tandems pursuant to industry guidelines.

2. Pre-Ordering

2.1 General Business Requirements

2.1.1 Street Address Guide (SAG)

Within sixty (60) days after the Effective Date of this Agreement, U S WEST shall provide to CO-PROVIDER the SAG data in an electronic format, when available, or otherwise as mutually agreed. All changes to the SAG shall be provided to CO-PROVIDER on a weekly basis.

2.1.2 CLASS and Custom Features

2.1.2.1 CO-PROVIDER may order the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features. In addition, U S WEST shall provide CO-PROVIDER with a list of features and functions available on an end office by end office basis.

2.1.3 Customer Payment History

2.1.3.1 CO-PROVIDER and U S WEST agree to make available to a mutually agreed upon third-party credit reporting agency, on a timely basis, such of the following Customer payment history information available for each person or entity

that applies for local service or intraLATA toll Telecommunications Service(s) from either Party:

- 2.1.3.1.1 Applicant's name;
- 2.1.3.1.2 Applicant's address;
- 2.1.3.1.3 Applicant's previous phone number, if any;
- 2.1.3.1.4 Amount, if any, of unpaid balance in applicant's name;
- 2.1.3.1.5 Whether applicant is delinquent on payments;
- 2.1.3.1.6 Length of service with prior local or intraLATA toll provider;
- 2.1.3.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefore; and,
- 2.1.3.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or provide another form of security, including the amount of each.

2.1.3.2 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunication Service(s).

2.1.4 Number Administration/Number Reservations

2.1.4.1 Until Number Administration functions are assumed by a neutral third party in accordance with FCC rules and regulations, U S WEST shall assign NXXs to CO-PROVIDER on a non-discriminatory and equivalent basis following NANP guidelines. In addition, U S WEST shall provide testing and loading of CO-PROVIDER's NXX on the same basis as U S WEST provides itself or its Affiliates. Further, in U S WEST's role as number administrator, it shall provide CO-PROVIDER with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a customer is on the phone with CO-PROVIDER. U S WEST shall provide the same range of number choices to CO-PROVIDER, including choice of exchange number, as U S WEST provides its own customers. Reservation and aging of numbers shall remain U S WEST's responsibility.

2.1.4.2 CO-PROVIDER may reserve blocks of U S WEST telephone numbers in accordance with U S WEST's tariffs, or in the same manner U S WEST reserves telephone numbers for its own use.

2.1.4.3 Where CO-PROVIDER has obtained its own NXX, but has purchased U S WEST Services for Resale or Network Elements, U S WEST agrees to recognize the CO-PROVIDER NXX in U S WEST's switch according to the local calling area defined by CO-PROVIDER and approved by the Commission.

2.1.4.4 For resale and the unbundled switching element, U S WEST shall accept CO-PROVIDER orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and hunting arrangements, as requested by CO-PROVIDER on a non-discriminatory, equivalent basis following NANP guidelines.

2.1.4.5 For simple services, U S WEST shall provide real-time electronic interfaces to CO-PROVIDER to obtain telephone number confirmation while the customer is on the line. When real time electronic interfaces are not available for simple services number reservations, U S WEST shall provide alternative means for confirmation of the number reservation while the customer is on the line. For

number reservations associated with complex services, U S WEST shall provide confirmation of the number reservation within forty-eight (48) hours of CO-PROVIDER's request or within such time as U S WEST may provide to itself or Affiliates, whichever is less.

2.1.4.6 Number Resources Arrangements

2.1.4.6.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

2.1.4.6.2 To the extent U S WEST serves as Central Office Code Administrator for a given region, U S WEST will support all CO-PROVIDER requests related to central office code (NXX) administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.

2.1.4.6.3 (Intentionally left blank for numbering consistency)

2.1.4.6.4 The Parties will comply with (NXX) administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

2.1.4.6.5 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

2.1.4.6.6 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

2.1.4.6.7 Until an impartial entity is appointed to administer telecommunications numbering, U S WEST will assign NXX codes to CO-PROVIDER in accordance with national guidelines at no charge and on a nondiscriminatory basis.

2.1.4.6.8 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

2.1.4.7 U S WEST shall provide provisioning support outside of scheduled work hours on a nondiscriminatory exception basis as requested by CO-PROVIDER. Such support may be subject to a minimum labor charge.

2.1.4.8 Service Assurance Warranties and Incentives: U S WEST shall provide to CO-PROVIDER service assurance warranties and incentives as U S WEST provides

such service warranties and incentives to its own end users or any other Person except as otherwise provided by the Commission.

2.1.4.9 Availability of Network Capacity: Consistent with CO-PROVIDER's forecasts, U S WEST shall deploy and keep deployed network facilities for CO-PROVIDER services in a non-discriminatory manner and in the same manner as U S WEST makes such facilities available to itself for its services.

2.1.4.10 Workcenter Interface Methods and Procedures: U S WEST and CO-PROVIDER shall finalize interface methods and procedures between their respective work centers detailing systems and processes for ordering and provisioning. Such methods and procedures shall be completed within one hundred twenty (120) days after a written request by either Party. The lack of workcenter interface methods and procedures shall not inhibit the provision of services under this Agreement.

2.2 Service Order Process Requirements

2.2.1 (Intentionally left blank for numbering consistency)

2.2.2 Specific Unbundling Requirements

2.2.2.1 When ordering a Combination, CO-PROVIDER shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.2.2 When CO-PROVIDER orders Network Elements, U S WEST shall provision all features, functions, and capabilities appropriate to the Network Elements which may include, but are not limited to:

2.2.2.2.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to U S WEST's Customers, such as telephone number, white page listing, and dial tone; and

2.2.2.2.2 all other features the switch has activated, including, but not limited to, custom calling, custom local area signaling service features and Centrex, as well as any technically feasible customized routing functions provided by the switch.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

(Intentionally left blank for numbering consistency)

2.3.2 Pre-Ordering and Provisioning for Resale Services and Unbundled Network Elements

2.3.2.1 U S WEST shall provide to CO-PROVIDER a list of all intraLATA and interLATA carriers available for Customer selection on a central office level.

2.3.2.2 (Intentionally left blank for numbering consistency)

2.3.2.3 U S WEST shall provide CO-PROVIDER with access to Customer Profile Information ("CPI") without requiring CO-PROVIDER to produce a signed Letter of Authorization ("LOA") subject to proof of authorization requirements described

elsewhere in this Agreement, based on CO-PROVIDER's blanket representation that the Customer has authorized CO-PROVIDER to obtain such CPI.

2.3.2.3.1 CPI shall be in a mutually agreed to format at the line and/or trunk level. U S WEST shall provide to CO-PROVIDER a real-time, electronic interface to U S WEST Customer information systems which will allow CO-PROVIDER to obtain the Customer profile, which may include, but not be limited to, Customer name, service addresses, billed telephone number(s), and identification of features and services provided by U S WEST on the Customer accounts, and to obtain information on all features and services available in the end office where Customer's services are currently provisioned. The preceding information may not include services deemed not to be Telecommunications Services by the Commission.

2.3.2.3.1.1 Until access is available via a real-time, electronic interface for CPI, U S WEST agrees that CO-PROVIDER can obtain CPI in an interim mutually agreed to manner and in accordance with Section 3.2 of this Attachment to facilitate the service order process.

2.3.2.4 (Intentionally left blank for numbering consistency)

2.3.2.5 U S WEST shall provide to CO-PROVIDER, upon request, a list of all current features and functions technically available from each switch, by switch CLLI. Notice of the introduction of new services shall be provided to CO-PROVIDER at least thirty (30) days in advance of their availability.

2.3.2.6 (Intentionally left blank for numbering consistency)

2.3.2.7 Pending or Held Orders: U S WEST shall provide, when available, the CO-PROVIDER information regarding a subscriber's previous pending or held orders. If the subscriber has a pending or held order, the status of the order shall not be negatively impacted as a result of the subscriber changing local service providers (i.e., due date for pending service changed to later date).

2.3.2.8 Special Construction: When U S WEST determines that special construction is required, U S WEST shall notify CO-PROVIDER on a timely basis of special construction requirements and charges, and obtain CO-PROVIDER authorization before beginning such construction.

2.3.3 Pre-Ordering and Provisioning for Unbundling

2.3.3.1 U S WEST shall provide to CO-PROVIDER, upon reasonable request, sufficient engineering design and layout information for Network Elements for specific applications.

2.3.3.2 U S WEST shall provide to CO-PROVIDER, upon request, advance information of the details and requirements for planning and implementing NPA splits in accordance with NANP Guidelines.

2.3.3.3 U S WEST shall make engineering support available to CO-PROVIDER as is normal and customary in the provision of Telecommunications Services, Network Elements, Combinations or Ancillary Functions as described in this Agreement. CO-PROVIDER may request additional engineering support.

2.4 Pre-ordering Functions

“Pre-Ordering” and “Ordering” encompasses the preliminary set of activities whereby a service representative interacts with the customer in order to obtain the information required to write a service order and consists of the following functions: verify an address, check service availability, reserve a telephone number, check for appointment availability, reserve an appointment and return customer service information. These functions are described as follows:

- 2.4.1 Address Verification - Provides CO-PROVIDER with the ability to query for and receive the customer service location, serving central office, and facility indicators. The facilities indicator will indicate the availability of facilities for one (1) access line at the address, if the cable pair is available or working. If the cable pair is working, an indication of a pending disconnect order and the due date will be provided. This function does not reserve cable pairs.
- 2.4.2 Telephone Number Reservation - Provides CO-PROVIDER with the capability to identify if one or more telephone numbers are available and reserve them if available. This includes the ability to reserve one or more specific numbers (vanity numbers), a block of sequential or random block of numbers by serving central office and/or NXX. If a work order is not received within a negotiated amount of time, the reservation will automatically expire.
- 2.4.3 Appointment Availability and Reservation - Provides CO-PROVIDER with the capability to determine the next available due date, the availability of a specific date, an indication if the date is available or a selection of the next available date, any closed dates beyond that date, and reservation of an available appointment.
- 2.4.4 Service Availability - Allows CO-PROVIDER to determine the availability of services and facilities to a specific end-users' location(s). This capability indicates that the service is available, that tariff rates apply, the amounts of any additional recurring and non-recurring costs, and the interval to be used when ordering the service.
- 2.4.5 Customer Service Information Request - Gives CO-PROVIDER the ability to request a listing of existing services, features, directory listing and equipment for a customer account.
- 2.4.6 Circuit Identification Request - Provides CO-PROVIDER with the capability to identify and obtain circuit identifications. If a work order for a Circuit Identification Request is not received within a negotiated amount of time, the request will automatically expire.

3. Ordering and Provisioning

3.1 General Business Requirements

3.1.1 Ordering and Provisioning Parity

U S WEST shall provide CO-PROVIDER with the same level of ordering and provisioning support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such

new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.

3.1.2 Interconnection Service Center (ISC)/Single Point of Contact

3.1.2.1 U S WEST shall provide a Systems Interface Help Desk or equivalent which shall serve for all activities involved in the electronic interface for ordering and provisioning of U S WEST's unbundled Network Elements, features, functions, and Resale Services. The Systems Interface Help Desk or equivalent shall be available twenty-four (24) hours a day, seven (7) days a week.

3.1.2.2 U S WEST shall provide a Single Point of Contact ("SPOC") and shall provide to CO-PROVIDER toll-free nationwide telephone numbers (available during U S WEST's scheduled work hours) answered by competent, knowledgeable personnel, trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements, features, functions, capabilities, and Resale Services. U S WEST will provide sufficient resources to provide equivalent, or as otherwise agreed to by the Parties, service to CO-PROVIDER.

3.1.2.3 In addition to the electronic interfaces provided for elsewhere in this Agreement, U S WEST shall provide, as requested by CO-PROVIDER through the SPOC, provisioning and dispatch in the form of coordinated scheduling, status, and dispatch capabilities equivalent to that which U S WEST provides itself or as otherwise agreed to by the Parties.

3.1.3 Carrier Selection

3.1.3.1 For Services for Resale or unbundled Network Elements, U S WEST shall provide to CO-PROVIDER, no later than January 1, 1997, the capability to order local service, intraLATA and interLATA toll services by entering CO-PROVIDER subscriber's choice of carrier on a single order. U S WEST will offer other carrier selection choices as they become available. U S WEST shall provide CO-PROVIDER with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis where 1+ presubscription is available.

3.1.3.2 Where intraLATA 1+ presubscription is not available, or if the subscriber does not select an intraLATA toll carrier, U S WEST agrees to provide intraLATA toll services for resale to CO-PROVIDER and to recognize the end user as the customer of CO-PROVIDER for intraLATA toll. CO-PROVIDER shall designate the default carrier for all other toll calls if the subscriber does not select a carrier. In all cases, U S WEST will route toll calls to the appropriate carrier as designated by CO-PROVIDER.

3.1.4 Notification to Long Distance Carrier

3.1.4.1 U S WEST will not accept PIC change requests through the CARE process for CO-PROVIDER local service customers. CO-PROVIDER's long distance operations may obtain such CARE transactions for CO-PROVIDER long distance customers from the customer's local service provider. U S WEST agrees to notify IXCs using OBF approved CARE transactions, whenever an IXC Customer who is provided local service through Services for Resale, INP/NP, or unbundled Network Elements changes PIC status.

3.1.4.2 U S WEST shall implement new Transaction Code Status Indicators (TCSIs) 2033, 2233, 3147, and 3148. The new local service provider identification

("LSPID") will be included on these transactions if the new local resale provider agrees U S WEST should provide the information to a long distance provider as defined by the OBF in support of Local Resale.

3.1.4.3 U S WEST shall implement TCSIs used in conjunction with the new local service provider ("LSP") identification code for handling account maintenance, customer service, and trouble administration issues. These TCSIs include 4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as the OBF may define.

3.1.4.3.1 In addition, U S WEST shall implement TCSIs, when available, used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, 3151, and others as the OBF may define.

3.1.5 Ordering Interconnection

The Parties agree to utilize the OBF-ASR process for ordering interconnection trunks, which is the same process used to order Access Services. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration based on available facilities, equipment and routing plans.

3.2 Service Order Process Requirements

3.2.1 OBF Compliance

3.2.1.1 U S WEST and CO-PROVIDER shall generally follow the OBF-developed ordering and provisioning process guidelines. These processes include, but are not limited to, pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. U S WEST agrees to work cooperatively to generally comply with future OBF developed guidelines.

3.2.2 Service Migrations and New Customer Additions

3.2.2.1 For Resale Services, U S WEST shall not require a disconnect order from a Customer, another local service provider, or any other entity, to process an CO-PROVIDER order to establish CO-PROVIDER local service and/or migrate a Customer to CO-PROVIDER local service.

3.2.2.2 For Resale Services, U S WEST shall not disconnect any Customer service or existing features available under this Agreement at any time during the migration of that Customer to CO-PROVIDER service without CO-PROVIDER's prior agreement.

3.2.2.3 For services provided through unbundled Network Elements, U S WEST shall recognize CO-PROVIDER as an agent for the Customer in coordinating the disconnection of services provided by another CLEC or U S WEST.

3.2.2.4 Unless otherwise directed by CO-PROVIDER, when CO-PROVIDER orders Resale Services or Network Elements all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited

to, Directory Assistance and 911/E911 capability for those services or features which U S WEST controls and which are available under this Agreement.

3.2.2.5 For Customer conversions requiring coordinated cut-over activities, U S WEST and CO-PROVIDER will agree on a scheduled conversion time(s), which will be a designated two-hour time period within a designated date. Unless expedited, U S WEST and CO-PROVIDER shall schedule the cut-over window at least forty-eight (48) hours in advance, and as part of the scheduling, U S WEST shall estimate for CO-PROVIDER the duration of any service interruption that the cut-over might cause. The cut-over time will be defined as a thirty (30) minute window within which both the CO-PROVIDER and U S WEST personnel will make telephone contact to complete the cut-over.

3.2.2.5.1 U S WEST will coordinate activities of all U S WEST work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and switch translations (including, but not limited to, implementation of Interim Number Portability translations).

3.2.2.5.2 As soon as possible, but in no event later than one (1) hour after completion, U S WEST will notify CO-PROVIDER when coordinated cut-over is complete.

3.2.2.5.3 End user service interruption shall not exceed twenty (20) minutes during any cut-over. The average interruption caused by the cut-over of CO-PROVIDER Customers shall not exceed ten (10) minutes. If any service interruption is to exceed twenty (20) minutes, however, U S WEST will immediately notify CO-PROVIDER of such delay.

3.2.2.5.4 Within the appointed thirty (30) minute cut-over time, the U S WEST personnel will call the CO-PROVIDER personnel designated to perform cross-connection work and when the U S WEST person is reached in that interval such work will be promptly performed. If the CO-PROVIDER person is not ready within the appointed interval, and if CO-PROVIDER had not called to reschedule the work at least two (2) hours prior to the start of the interval, U S WEST and CO-PROVIDER will reschedule the work order and CO-PROVIDER will pay the non-recurring installation charge for the unbundled loops scheduled for the missed appointment. In addition, non-recurring installation charges for the rescheduled appointment will apply. If the U S WEST person is not available or not ready at any time during the thirty (30) minute interval, CO-PROVIDER and U S WEST will reschedule and U S WEST will waive the non-recurring charge for the unbundled loops scheduled for that interval. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of CO-PROVIDER. In addition, if CO-PROVIDER has ordered INP as a part of the unbundled loop installation, U S WEST will coordinate implementation of INP with the unbundled loop installation.

3.2.2.6 Service Order: U S WEST shall provide CO-PROVIDER the capability to issue a service order for unbundled Network Elements, Combinations, and Resale Services.

3.2.2.7 PLOC Changes: U S WEST shall provide CO-PROVIDER the capability to transfer a customer with no feature changes to CO-PROVIDER through a streamlined PLOC (Primary Local Carrier) transfer process.

3.2.2.8 Status: U S WEST shall provide the CO-PROVIDER status on a service order when the status of the order changes.

3.2.2.9 Modifies: U S WEST shall provide CO-PROVIDER the capability to modify the service order any time after it has been issued; however, U S WEST may require the issuance of a supplemental or change order.

3.2.2.10 Cancel: U S WEST shall provide CO-PROVIDER the capability to cancel the service order any time after it has been issued.

3.2.2.11 Coordinated Service Orders: U S WEST shall provide CO-PROVIDER the capability to relate coordinated services orders, and identify those service orders that require coordination with CO-PROVIDER, or the subscriber, or the subscriber's vendor. When so identified, U S WEST will follow any specific instructions indicated on the service order so that the subscriber's service is not negatively affected by the service turn-up activity.

3.2.2.12 Expedite Process: U S WEST and CO-PROVIDER shall mutually develop expedite procedures to be followed when CO-PROVIDER determines an expedite is required to meet subscriber service needs.

3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited order, U S WEST shall notify CO-PROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.

3.2.3 Intercept Treatment and Transfer of Service Announcements

3.2.3.1 U S WEST shall provide unbranded intercept treatment and transfer of service announcements to CO-PROVIDER Customers. U S WEST shall provide such treatment and transfer of service announcement for all service disconnects, suspensions, or transfers, in the same manner as that which U S WEST provides to its own end users. U S WEST current standard time periods for providing such announcements is three (3) months for residential service and twelve (12) months for business service. CO-PROVIDER may request extensions at parity with that which U S WEST provides to its end-users.

3.2.3.2 Pursuant to this Agreement, CO-PROVIDER shall provide unbranded intercept treatment and transfer of service announcements to U S WEST Customers. CO-PROVIDER shall provide such treatment and transfer of service announcement for all service disconnects, suspensions, or transfers, at parity with that which CO-PROVIDER provides to its own end users. CO-PROVIDER standard time periods for providing such announcements is three (3) months for residential service and twelve (12) months for business service. U S WEST may request extensions at parity with that which CO-PROVIDER provides to its end-users.

3.2.4 Due Date

3.2.4.1 U S WEST and CO-PROVIDER shall mutually agree on what services and circumstances are subject to the standard interval process to determine the due date or the requested/committed due date process.

3.2.4.2 For those services and circumstances that U S WEST and CO-PROVIDER agree shall be handled by the standard interval process, U S WEST shall supply CO-PROVIDER with standard due date intervals on a nondiscriminatory basis to be used by CO-PROVIDER personnel to determine service installation dates. Under those circumstances U S WEST shall complete the provisioning within the standard interval.

3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date interval, then expedite charges may apply.

3.2.4.3 For those services and circumstances that U S WEST and CO-PROVIDER agree shall be handled by the requested/committed due date process, CO-PROVIDER may request a due date on each order. U S WEST will provide an offered due date on a nondiscriminatory basis. If CO-PROVIDER accepts the offered due date then such date shall become the committed due date. U S WEST will complete the order on the committed due date unless otherwise authorized by CO-PROVIDER.

3.2.4.3.1 If CO-PROVIDER requires a due date earlier than the U S WEST offered due date and U S WEST agrees to meet the CO-PROVIDER required due date, then that required due date becomes the committed due date and expedite charges may apply.

3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. If U S WEST agrees to meet that new/revised due date, then that new/revised due date becomes the committed due date and expedite charges may apply.

3.2.4.5 Any special or preferred scheduling options available, internally or externally, to U S WEST for ordering and provisioning services shall also be available to CO-PROVIDER.

3.2.5 Customer Premises Inspections and Installations

3.2.5.1 CO-PROVIDER shall perform or contract for all needs assessments, including equipment and installation requirements, at the Customer premises.

3.2.5.2 U S WEST shall provide CO-PROVIDER with the ability to schedule dispatches for work under this Agreement.

3.2.5.3 U S WEST shall provide, at CO-PROVIDER's request, extended demarcation beyond the NID using intrabuilding riser and lateral beyond the NID. This provision shall not require U S WEST to provide inside wire.

3.2.6 Firm Order Confirmation (FOC)

3.2.6.1 U S WEST shall provide to CO-PROVIDER, via an electronic interface, a Firm Order Confirmation ("FOC") for each CO-PROVIDER order. The FOC shall contain on a per line and/or trunk basis an enumeration of CO-PROVIDER ordered unbundled Network Elements (and the specific U S WEST naming convention applied to that Network Element or Combination), features, functions, Resale Services, options, physical interconnection, quantity, and U S WEST committed due date for order completion.

3.2.6.2 For a revised FOC, U S WEST shall provide order detail on a per line or per trunk level basis as well as the order detail from the prior FOC.

3.2.7 Order Rejections

3.2.7.1 U S WEST shall reject and return to CO-PROVIDER any order that U S WEST cannot provision, due to technical reasons, missing information, or jeopardy conditions in accordance with Performance Measurements as defined herein. When an order is rejected, U S WEST shall, in its rejection notification, specifically describe all of the reasons for which the order was rejected. U S WEST shall not reject any orders on account of the requested due date.

3.2.7.2 On an exception basis, to the extent that errors cannot be corrected pursuant to electronic interface processes, U S WEST agrees to accept verbal order corrections from CO-PROVIDER. U S WEST shall timely inform CO-PROVIDER by telephone of any minor issues which can be handled over the phone. As required, CO-PROVIDER will provide a supplemental order reflecting changes to the original service order.

3.2.8 Service Order Changes

3.2.8.1 If an installation or other CO-PROVIDER-ordered work request requires a change from the original CO-PROVIDER service order in any manner, U S WEST shall call CO-PROVIDER in advance of performing the installation or other work to obtain authorization. U S WEST shall then provide CO-PROVIDER an estimate of additional labor hours and/or materials. After all installation or other work is completed, U S WEST shall notify CO-PROVIDER of actual labor hours and/or materials used in accordance with regular service order completion schedules.

3.2.8.1.1 If additional work is completed on a service order, as approved by CO-PROVIDER, the cost of the additional work must be reported to CO-PROVIDER in accordance with regular service order completion schedules.

3.2.8.1.2 If a service order is partially completed, notification must identify the work that was done and the work remaining to be completed.

3.2.8.2 If an CO-PROVIDER Customer requests a service change at the time of installation or other work being performed by U S WEST on behalf of CO-PROVIDER, U S WEST, while at the Customer premises, shall direct the CO-PROVIDER Customer to contact CO-PROVIDER so as to avoid unnecessary delays in service activation should the U S WEST representative leave Customer premises prior to completing the installation.

3.2.9 Jeopardy Situations

To the extent jeopardy information is available, U S WEST shall provide to CO-PROVIDER notification of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on CO-PROVIDER service order as detailed on the FOC, in accordance with the Performance Measurements as defined herein.

3.2.10 Cooperative Testing

3.2.10.1 Network Testing

3.2.10.1.1 To the extent that U S WEST provides testing for services offered to its end users and to the extent U S WEST provides testing for itself, U S WEST shall perform all pre-service testing prior to the completion of the CO-PROVIDER order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by CO-PROVIDER.

3.2.10.1.2 The Parties agree to cooperate in testing that is required to complete service orders.

3.2.10.2 Systems and Process Testing

3.2.10.2.1 Upon CO-PROVIDER's request, U S WEST shall cooperate with CO-PROVIDER to ensure that all operational interfaces and processes are in place and functioning properly and efficiently. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. CO-PROVIDER may request cooperative testing to ensure service performance, reliability, and Customer service ability.

3.2.11 Service Suspensions/Restorations

3.2.11.1 For services other than non-switched, upon CO-PROVIDER's request through a Suspend/Restore Order, U S WEST shall suspend or restore the functionality of any Network Element, feature, function, or Resale Service. U S WEST shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with CO-PROVIDER requested priorities and any applicable regulatory rules and regulations or government requirements.

3.2.12 Disconnects

3.2.12.1 U S WEST shall provide to CO-PROVIDER daily information in a mutually agreed upon format notifying CO-PROVIDER of any services disconnected from CO-PROVIDER. This report will itemize a change in local service provider or outward line movement on service order activity.

3.2.13 Order Completion Notification

3.2.13.1 Upon completion of a service order by U S WEST in its system(s), U S WEST shall submit to CO-PROVIDER an order completion which details the work performed (including a list of features and functions installed), the date completed, charges associated with the order, and verification of accurate service completion. Notification shall be provided in accordance with mutually agreed upon intervals.

3.2.14 (Intentionally left blank for numbering consistency)

3.2.15 Specific Unbundling Requirements

3.2.15.1 CO-PROVIDER may order and U S WEST shall provision unbundled Network Elements either individually or in any combination

on a single order. Network Elements ordered as combined shall be provisioned as combined.²

3.2.15.2 Prior to providing service in a specific geographic area or when CO-PROVIDER requires a change of network configuration, CO-PROVIDER may elect to place an order with U S WEST requiring U S WEST to prepare Network Elements and switch translations in advance of orders for additional Network Elements from CO-PROVIDER.

3.2.15.3 When CO-PROVIDER orders combinations of currently connected Network Elements, U S WEST shall ensure that such Network Elements remain connected and functional without any disconnection or disruption.

3.2.15.4 Order combinations of contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are Customer-specific; or (ii) on a common-use (non-end user specific) basis for those Network Elements that are shared by multiple Customers.

3.2.15.5 Individual Network Elements shall be identified and ordered by CO-PROVIDER so that they can be provisioned together.

3.2.15.6 U S WEST shall provide technical assistance to CO-PROVIDER with respect to unbundled Network Elements pursuant to Section 2.3.3.3 of this Attachment.

3.2.15.7 Each order for Network Elements will contain administration, bill, contact, and Customer information, as defined by the OBF.

3.2.15.8 When ordering unbundled switch ports, CO-PROVIDER is requested to specify the desired signaling (e.g. loop start, ground start or loop reverse battery options).

3.2.15.8.1 To the extent CO-PROVIDER requires an unbundled loop to provide ISDN, HDSL, ADSL, DS1 service or other channel performance options, such requirements will be identified on the order for unbundled loop service.

3.2.15.8.2 The actual loop facilities provided may utilize various technologies or combinations of technologies. Basic unbundled loops provide an analog facility to CO-PROVIDER.

3.2.16 (Intentionally left blank for numbering consistency.)

3.2.17 Ordering and Maintenance

3.2.17.1 For the purpose of ordering unbundled Network Elements or Combinations, CO-PROVIDER shall provide a blanket letter of authorization to U S WEST indicating that it shall be duly authorized by its customer to process such service orders.

3.2.17.2 If there is a conflict between an end user (and/or its respective agent) and CO-PROVIDER regarding the disconnection or provision of unbundled Network Elements or Combinations, U S WEST will honor the latest dated proof of

² Per AT&T Order at pages 12-13, Issue 25.

authorization designating an agent by the end user or its respective agent. Compensation for unauthorized disconnections or transfers shall be in accordance with Section 258 of the Act or by Commission rule.

3.2.17.3 CO-PROVIDER has primary responsibility for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. U S WEST will work cooperatively with CO-PROVIDER to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. Where available, CO-PROVIDER must provide to U S WEST switch-based test results when testing its customer's trouble prior to U S WEST performing any repair functions. The Parties will cooperate in developing mutually acceptable test reports.

3.2.17.4 In the event of a transfer of the end user's service for unbundled Network Elements from one provider to CO-PROVIDER, CO-PROVIDER shall issue a request for transfer of service to U S WEST and the provider from whom the service is being transferred. In the event of a transfer of the end user's service for unbundled Network Elements from CO-PROVIDER to another provider, CO-PROVIDER shall submit to U S WEST a disconnect order for such unbundled Network Elements or Combinations to facilitate the cessation of billing by U S WEST. The Parties agree to develop procedures to handle the transfer of an end user service from one provider to another.

3.2.17.5 (Intentionally left blank for numbering consistency)

3.2.17.6 When ordering unbundled loops, CO-PROVIDER is responsible for obtaining or providing facilities and equipment that are compatible with the loop.

3.2.17.7 To the extent a U S WEST-provided unbundled loop is provisioned without U S WEST provided unbundled switching, CO-PROVIDER will have responsibility for testing the unbundled loop. If, at CO-PROVIDER's request, U S WEST must dispatch to perform tests on an unbundled loop, and the fault is not in U S WEST facilities, a charge may apply.

3.2.17.8 To the extent a U S WEST provided unbundled loop is provisioned without unbundled U S WEST-provided unbundled switching, CO-PROVIDER will be responsible for providing the CO-PROVIDER switch interface, if applicable, on the U S WEST MDF interface to facilitate plant test.

3.3 Systems Interfaces and Information Exchanges

3.3.1 (Intentionally left blank for numbering consistency)

3.3.2 Permanent Access to Systems Interfaces

(Intentionally left blank for numbering consistency)

3.3.3 Ordering and Provisioning for Resale Services

(Intentionally left blank for numbering consistency)

3.3.4 Ordering and Provisioning for Unbundling

(Intentionally left blank for numbering consistency)

3.4 Standards

3.4.1 General Requirements

3.4.1.1 CO-PROVIDER and U S WEST shall agree upon the appropriate ordering and provisioning codes to be used for each Network Element or Combinations thereof. These codes shall apply to all aspects of the unbundling of that Network Element or Combination of Network Elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC), or as mutually agreed.

3.5 Performance Measurements and Reporting

3.5.1 Cycle Time Measurements

(Deleted per Arbitrator's Recommendations)³

3.5.2 Quality Measurements

(Deleted per Arbitrator's Recommendations)⁴

3.5.3 Reporting

(Deleted per Arbitrator's Recommendations)⁵

4. Connectivity Billing and Recording

This Section 4 describes the requirements for U S WEST to bill and record all charges CO-PROVIDER incurs for purchasing services under this Agreement.

4.1 Procedures

4.1.1 The Parties recognize that deviations and discrepancies may occur from the various industry standards and other standards referenced in this Agreement. Subject to such discrepancies and deviations, U S WEST shall comply with these various standards. Discrepancies and deviations will be documented and reviewed.

4.1.1.1 Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop processes by which U S WEST will inform CO-PROVIDER of deviations from standards for billing. The Parties agree that they will negotiate discrepancies and deviations in good faith. Further, the Parties agree that those documented deviations from such standards documented by U S WEST to CO-PROVIDER shall supersede sections of technical standards applicable to such deviations referenced in this Agreement.

4.1.2 U S WEST shall record and bill in accordance with this Agreement those charges CO-PROVIDER incurs as a result of CO-PROVIDER purchasing from U S WEST services, as set forth in this Agreement (hereinafter "Connectivity Charges").

³ Per AT&T Recommendations at page 28, Issue 149.

⁴ Per AT&T Recommendations at page 28, Issue 149.

⁵ Per AT&T Recommendations at page 28, Issue 149.

- 4.1.3 U S WEST shall format each bill for Connectivity Charges (hereinafter "Connectivity Bill") in accordance with the CRIS, CABS or SECAB standard as appropriate to the services billed.
- 4.1.4 Each service purchased by CO-PROVIDER shall be assigned a separate and unique billing code or identifier in the form agreed to by the Parties and such code or identifier shall be provided to CO-PROVIDER on each Connectivity Bill in which charges for such services appear. Each such billing code or identifier shall enable CO-PROVIDER to identify the service as purchased by CO-PROVIDER.
- 4.1.5 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to CO-PROVIDER. All Connectivity Charges billed to CO-PROVIDER shall indicate the state from which such charges were incurred.
- 4.1.6 U S WEST shall bill CO-PROVIDER for each service supplied by U S WEST to CO-PROVIDER pursuant to this Agreement at the rates set forth in Attachment 1 to this Agreement.
- 4.1.7 U S WEST shall bill CO-PROVIDER for the Connectivity Charges incurred; provided, however, that for those usage-based Connectivity Charges where actual charge information is not determinable by U S WEST because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/ intraLATA, local) of the traffic is unidentifiable, or for any other reason, the Parties shall jointly develop a process to determine the appropriate charges.
- 4.1.8 Measurement of usage-based Connectivity Charges shall be in actual conversation seconds. For local Interconnection traffic provided under Attachments 3 and 4 of this Agreement, the total conversation time per chargeable traffic types shall be totaled for the entire monthly bill cycle, rounded to the next whole minute and then billed at the contract rate. For Resale Services provided under Attachment 2 of this Agreement the total conversation time shall be measured in accordance with U S WEST's retail tariff and billed at the contract rate.
- 4.1.9 U S WEST shall provide to CO-PROVIDER at no additional charge a Single Point of Contact for handling any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 4.1.10 U S WEST shall provide a Single Point of Contact for the handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 4.1.11 As soon as possible after the Effective Date of this Agreement, each Party shall provide the other Party written notice of which form of the monthly Connectivity Bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contains the same charges as are on the official bill.
- 4.1.12 If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 4.1.13 When sending Connectivity Bills via electronic transmission, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, CO-PROVIDER shall provide U S WEST process specifications. U S WEST shall

comply with mutually agreed upon processing specifications when U S WEST transmits Connectivity Billing data to CO-PROVIDER. CO-PROVIDER shall provide to U S WEST notice if a Connectivity Billing transmission is received that does not meet mutually agreed-upon CO-PROVIDER specifications. Faulty or failed transmissions shall be corrected and resubmitted to CO-PROVIDER, at U S WEST's sole expense.

4.1.14 U S WEST shall deliver to a location specified by CO-PROVIDER, billing information via Connect:Direct, magnetic tape or paper, as agreed to by CO-PROVIDER and U S WEST. In the event of an emergency, system failure or other such condition which prevents U S WEST from transmitting via Connect:Direct, U S WEST shall notify CO-PROVIDER of such difficulties within two (2) hours of detection. U S WEST shall deliver to a location specified by CO-PROVIDER billing information via magnetic tape or paper, as agreed to by CO-PROVIDER and U S WEST. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery service and which contain Connectivity Billing data shall not be returned to the sending party.

4.1.15 (Intentionally left blank for numbering consistency)

4.1.16 Billed amounts which are being reasonably disputed or reasonably queried, or for which reasonable claims have been filed, are not due for payment until such disputes, claims or queries have been fully resolved by both CO-PROVIDER and U S WEST.

4.1.17 (Intentionally left blank for numbering consistency)

4.1.18 Bill Reconciliation

4.1.18.1 Each Party agrees to notify the other Party upon the discovery of a billing discrepancy ("Notice of Discrepancy").

4.1.18.2 In the event of such Notice of Discrepancy, the Parties shall endeavor to resolve the discrepancy within sixty (60) calendar days after the Notice of Discrepancy is issued using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.1.18.3 Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within nine (9) months of the Bill Date. The month being closed represents those Connectivity Charges that were billed or should have been billed by the applicable bill date.

4.1.18.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.1.18.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

- 4.1.18.4.2 If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.
- 4.1.18.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, upon the written request of either Party within such one hundred and twenty (120) day period, the dispute may be resolved pursuant to the dispute resolution process set forth in Part A of this Agreement.
- 4.1.19 U S WEST shall reimburse CO-PROVIDER for incorrect Connectivity Billing charges, including, without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems, if such problems are caused by U S WEST. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to appropriate standards.
- 4.1.20 The Parties agree to record call information in accordance with this Section 4.1. To the extent technically feasible, each Party shall record all call detail information associated with every call that one Party bills to the other Party. CO-PROVIDER may request, through the BFR process the recording of call records and/or call detail information that is not currently recorded by U S WEST. These records shall be provided and retained pursuant to Section 5 of this Attachment.
- 4.1.21 When CO-PROVIDER collocates with U S WEST in U S WEST's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to CO-PROVIDER pursuant to this Attachment 5. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by CO-PROVIDER for payment. All other non-capital recurring collocation expenses shall be billed to CO-PROVIDER in accordance with this Agreement. The CABS/SECABS Billing Output Specifications (BOS) documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.
- 4.1.22 Local Number Portability**
- 4.1.22.1 In accordance with the terms and conditions set forth in this Agreement, U S WEST shall record and provide to CO-PROVIDER all detail information associated with an alternately billed call to an CO-PROVIDER local exchange customer whose telephone number has been ported from U S WEST under INP as further described in this Agreement.
- 4.1.23 Meet Point Billing**
- 4.1.23.1 CO-PROVIDER and U S WEST will establish meet-point billing ("MPB") arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as otherwise mutually agreed to by the Parties. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

- 4.1.23.2 The Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents and referenced in U S WEST's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from IXCs who directly connect with the tandem(s) that CO-PROVIDER sub-tends in each LATA.
- 4.1.23.3 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 4.1.23.4 CO-PROVIDER and U S WEST will implement the "Multiple Bill/Single Tariff" option in order to bill any interexchange carrier (IXC) for that portion of the network elements provided by CO-PROVIDER and U S WEST. For all traffic carried over the MPB arrangement, CO-PROVIDER and U S WEST shall bill IXCs for all applicable elements at the rates specified in their respective tariffs.
- 4.1.23.5 U S WEST shall provide to CO-PROVIDER the billing name, billing address, and carrier identification code (CIC) of the IXCs that may utilize any portion of CO-PROVIDER network in an CO-PROVIDER/U S WEST MPB arrangement in order to comply with the MPB notification process as outlined in the MECAB document. Such information shall be provided to CO-PROVIDER in the format and via the medium that the Parties agree. If U S WEST does not have a CIC for any IXC that will utilize a portion of CO-PROVIDER network in an CO-PROVIDER/U S WEST MPB arrangement, and for whom U S WEST must supply to CO-PROVIDER MPB billing information, then until such carrier has obtained a CIC, U S WEST will submit the LEC's CIC on those MPB records provided to CO-PROVIDER for MPB. U S WEST understands and agrees that it will be solely responsible for obtaining any reimbursements from such carriers who have utilized the jointly provided networks of U S WEST and CO-PROVIDER.
- 4.1.23.6 U S WEST and CO-PROVIDER agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges (RIC) and common carrier line (CCL) charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 4.1.23.7 U S WEST and CO-PROVIDER will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. U S WEST and CO-PROVIDER will coordinate and exchange the billing account reference ("BAR") and billing account cross reference (BACR) numbers for the MPB arrangements described in this

Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 4.1.23.8 If MPB data is not processed and delivered by either U S WEST or CO-PROVIDER and sent to the other Party within ten (10) calendar days of the relevant recording period and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 4.1.23.9 If MPB data is not submitted within ten (10) calendar days of the relevant recording period or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times a monthly rate that shall not exceed 1.5% which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 4.1.23.10 Errors in MPB data exchange by the Parties may be discovered by CO-PROVIDER, U S WEST or the billable IXC. Both CO-PROVIDER and U S WEST agree to provide the other Party with notification of any discovered errors within two (2) Business Days of the discovery. The other Party shall correct the error within eight (8) Business Days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 5 of this Attachment 5 and compensate the other for the lost MPB billing data.
- 4.1.23.11 In the event CO-PROVIDER purchases from U S WEST Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which U S WEST operates an access tandem, U S WEST shall, except in instances of capacity limitations, permit and enable CO-PROVIDER to sub-tend the U S WEST access tandem switch(es) nearest to the CO-PROVIDER rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In such event, CO-PROVIDER shall be responsible for the transport facilities crossing LATA boundaries. In instances of capacity limitation at a given access tandem switch, CO-PROVIDER shall be allowed to subtend to the next nearest U S WEST access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.

4.2 Information Exchange and Interfaces

- 4.2.1 U S WEST shall provide CO-PROVIDER a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CO-PROVIDER for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. For each account, U S WEST shall issue one (1) bill per month and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by U S WEST to CO-PROVIDER shall include:

- 4.2.1.1 all non-usage sensitive charges incurred for the current bill period.
 - 4.2.1.2 any known unbilled non-usage sensitive charges for prior periods;
 - 4.2.1.3 usage sensitive charges for the current relevant bill period (from the last bill date and extending up to, and including, the current bill date);
 - 4.2.1.4 any known unbilled usage sensitive charges for prior periods; and
 - 4.2.1.5 any known unbilled adjustments.
- 4.2.3 The bill date must be present on each bill transmitted by U S WEST to CO-PROVIDER, must be a valid calendar date, and not more than ninety (90) days old. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before two hundred and seventy (270) days preceding the bill date, except as otherwise permitted by law.
- 4.2.4 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. U S WEST shall provide from and through dates for charges rendered on all Connectivity Bills.
- 4.2.5 U S WEST shall separately identify business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by CO-PROVIDER to each adjustment and credit included on the Connectivity Bill.
- 4.2.6 U S WEST and CO-PROVIDER shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 4. On Connectivity Bills U S WEST renders to CO-PROVIDER, Billing Account Numbers (BANs) shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per State unless otherwise agreed to by the Parties. The Bill Date shall be the same day month to month. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number, which will vary from month to month. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Connectivity Bills must be received by the other Party no later than ten (10) calendar days from the bill date and at least thirty-five (35) calendar days prior to the payment due date (as described in Part A of this Agreement), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next Business Day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, then the payment due date will be extended by the number of days receipt has been delayed.
- 4.2.7 U S WEST shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CRIS or CABS /SECABS published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor, as appropriate to the services being billed. To the extent that there are no CRIS, CABS, or SECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by U S WEST and CO-PROVIDER, and in accordance with Attachment 6 to this Agreement.
- 4.2.8 As detailed in the MECAB document, CO-PROVIDER and U S WEST will exchange all information necessary to bill third parties for Switched Access Services traffic

jointly handled by CO-PROVIDER and U S WEST via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.

- 4.2.9 U S WEST and CO-PROVIDER agree that each Party shall transmit Connectivity Billing information and data in the appropriate format as provided herein, electronically via Connect:Direct to the other Party at the location specified by such Party. CO-PROVIDER data centers will be responsible for originating the calls for data transmission. U S WEST shall transmit in accordance with the technical specifications mutually agreed upon by the Parties. CO-PROVIDER will supply to U S WEST its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect.
- 4.2.10 In emergency situations when tape transmittal has been used, U S WEST shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). U S WEST shall only use those shipping containers that contain internal insulation to prevent damage. U S WEST shall clearly mark on the outside of each shipping container its name, contact and return address. U S WEST shall not ship any Connectivity Billing tapes in unprotected tape canisters.
- 4.2.11 All emergency billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI group coded recording mode and extended binary-coded decimal interchange code (EBCDIC). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CO-PROVIDER reserves the right to destroy a tape that has been determined to have unrecoverable errors. CO-PROVIDER also reserves the right to replace a tape with one of equal or better quality.
- 4.2.12 The header record will be formatted in accordance with the appropriate IBM, CABS or EDI standards as mutually agreed upon by the Parties.
- 4.2.13 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending Party. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. U S WEST's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 4.2.14 Tape labels shall conform to IBM OSVS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.
- 4.2.15 U S WEST shall conform to the Standard Volume Label Format which will be mutually agreed upon by the Parties.

- 4.2.16 U S WEST shall use the IBM Standard Dataset Label Format which will be mutually agreed upon by the Parties.
- 4.2.17 U S WEST shall use test and production dataset format which will be mutually agreed upon for all Connectivity Bills.
- 4.2.18 (Intentionally left blank for numbering consistency)

4.3 Standards

- 4.3.1 At least thirty (30) calendar days prior to U S WEST sending CO-PROVIDER a mechanized bill for the first time via electronic transmission, U S WEST shall send to CO-PROVIDER Connectivity Bill data in the appropriate mechanized format (e.g., CABS or SECAB) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from U S WEST CO-PROVIDER will notify U S WEST if the connectivity billing transmission meets CO-PROVIDER testing specifications. If the transmission fails to meet the mutually agreed upon test and production dataset format, then, U S WEST shall make the necessary corrections within a mutually agreeable time frame. At least three (3) sets of testing data must meet CO-PROVIDER testing specifications prior to U S WEST sending CO-PROVIDER a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, U S WEST may begin sending CO-PROVIDER production connectivity bills via electronic transfer on the next bill date, or within ten (10) calendar days, whichever is later.
- 4.3.2 U S WEST shall also provide to CO-PROVIDER's designated point of contact, U S WEST's applicable operating company number ("OCN") at least thirty (30) days prior to testing and at least thirty (30) days prior to a change of OCN.
- 4.3.3 At least ninety (90) days prior to any change in existing formats or change to a different format, U S WEST shall send to CO-PROVIDER Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. U S WEST agrees that it shall not send to CO-PROVIDER bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this Section.
- 4.3.4 During the testing period, in addition to Connect:Direct, U S WEST shall also transmit to CO-PROVIDER Connectivity Billing data and information via paper or tape as specified by CO-PROVIDER. Test tapes shall be sent to an CO-PROVIDER specified location.
- 4.3.5 For Connectivity Bills issued in CABS or SECAB format, U S WEST agrees that if it transmits data to CO-PROVIDER in a mechanized format, U S WEST shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for CO-PROVIDER to process Connectivity Billing information and data:
 - 4.3.5.1 The bill date shall not contain spaces or non-numeric values.
 - 4.3.5.2 Each Connectivity Bill must contain at least one (1) detail record.
 - 4.3.5.3 Any "from" date should be less than or equal to the associated "thru" date and neither date can contain spaces.

4.3.5.4 The invoice number must not have embedded spaces or low values.

4.3.6 U S WEST agrees that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, U S WEST shall be responsible and accountable for transmitting to CO-PROVIDER an accurate and current bill. U S WEST agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by CO-PROVIDER.

5. Provision Of Customer Usage Data

This Section 5 sets forth the terms and conditions for U S WEST's provision of Recorded Usage Data (as defined in this Attachment 5) to CO-PROVIDER and for information exchange regarding long distance billing.

5.1 Procedures

5.1.1 General

5.1.1.1 U S WEST shall comply with various industry, OBF, and other standards referred to throughout this Agreement. To satisfy these requirements, the Parties agree to a mutual interpretation of all standards referred to in this Section.

5.1.1.2 The Parties shall mutually agree to OBF standards and the additional standards outlined in this Agreement when recording and transmitting Usage Data.

5.1.1.3 As new standards are developed and adopted by industry, U S WEST and CO-PROVIDER will negotiate mutually agreeable implementation of those standards.

5.1.1.4 U S WEST shall record all usage to be billed to CO-PROVIDER originating from, terminating to or billed to CO-PROVIDER Customers using U S WEST services ordered by CO-PROVIDER. Recorded Usage Data includes, but is not limited to, the following categories of information:

- Call attempts
- Completed calls
- Use of CLASS/LASS/custom features
- Calls to information providers reached via U S WEST facilities and contracted by U S WEST
- Calls to Directory Assistance where U S WEST provides such service to an CO-PROVIDER Customer
- Calls completed via U S WEST-provided Operator Services where U S WEST provides such service to CO-PROVIDER Local Resale Customer
- For U S WEST-provided Centrex Service, station level detail records shall include complete call detail and complete timing information

5.1.1.5 Retention of Records: U S WEST shall maintain a machine readable back-up copy of the message detail provided to CO-PROVIDER for a minimum of forty-five (45) calendar days. U S WEST shall provide any data back-up to CO-PROVIDER upon the request of CO-PROVIDER.

5.1.1.6 U S WEST shall provide to CO-PROVIDER Recorded Usage Data for CO-PROVIDER Customers only. U S WEST shall not submit other carrier local usage data as part of the CO-PROVIDER recorded usage data.

5.1.1.7 U S WEST shall not bill to CO-PROVIDER Customers any recurring or non-recurring charges for service provided by U S WEST to CO-PROVIDER except where explicitly permitted to do so within a written agreement between U S WEST and CO-PROVIDER.

5.1.1.8 The Parties shall record and rate all calls to information service providers (e.g., 976 service calls) and shall bill such calls directly the calling party's local service provider. In the event a Party's end-user disputes such a call, that Party may recourse consistent with the recourse arrangement the billing Party has with its information service provider.

5.1.1.9 U S WEST shall provide Recorded Usage Data to CO-PROVIDER billing locations as designated by CO-PROVIDER.

5.1.1.10 U S WEST shall establish an Interconnect Service Center (ISC) or similar function to serve as CO-PROVIDER single point of contact to respond to CO-PROVIDER call usage, data error, and record transmission inquiries.

5.1.1.10.1 U S WEST shall provide CO-PROVIDER with a single point of contact and remote identifiers for each sending location.

5.1.1.11 CO-PROVIDER shall provide a single point of contact responsible for receiving usage transmitted by U S WEST and receiving usage tapes from a courier service in the event of a facility outage.

5.1.1.12 U S WEST shall bill and CO-PROVIDER shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Attachment 5.

5.1.1.13 Without waiver of, and in addition to the Audit and Examination rights set forth in Part A of this Agreement, upon reasonable notice and at reasonable times, a Party or its authorized representatives may examine the recording Party's AMA records which relate to perceived problems with the recordings of the usage data relating to the billed Party under this Attachment.

5.1.2 Charges

5.1.2.1 The Parties may charge fees for recording, rating or transmitting usage data. For the six (6) months following the initial recording, rating or transmitting of non-test usage data, the Parties shall not charge each other.

5.1.2.2 No charges shall be assessed for incomplete call attempts.

5.1.3 Central Clearinghouse & Settlement

5.1.3.1 U S WEST shall support and participate with CO-PROVIDER to develop an in and out-collect process developed for intra-region alternately billed messages.

5.1.3.2 U S WEST shall settle with CO-PROVIDER for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls, including settlement through the CMDS CATS system for inter-region billing.

5.1.4 Lost Data

5.1.4.1 Loss of Recorded Usage Data - CO-PROVIDER recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by U S WEST in its performance of the recording function shall, upon CO-PROVIDER's request, be recovered by U S WEST at no charge to CO-PROVIDER.

In the event the data cannot be recovered by U S WEST, U S WEST shall estimate the messages and associated revenue, with assistance from CO-PROVIDER, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by U S WEST and CO-PROVIDER. This estimate shall be used to adjust amounts CO-PROVIDER owes U S WEST for services U S WEST provides in conjunction with the provision of recorded usage data.

5.1.4.2 Partial Loss - U S WEST shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

5.1.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

5.1.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, U S WEST shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. U S WEST shall apply the appropriate average revenue per message ("ARPM") mutually agreed upon to the estimated message volume to arrive at the estimated lost revenue.

5.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, U S WEST shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

5.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), U S WEST shall use volumes from the two (2) preceding Sundays.

5.1.4.7 If the loss occurs on Mother's Day or Christmas, U S WEST shall use volumes from that day in the preceding year multiplied by a growth rate mutually agreed upon by the Parties.

5.1.4.8 CO-PROVIDER may also request data be provided that has previously been successfully provided by U S WEST to CO-PROVIDER. U S WEST shall re-provide such data, if available, at a charge mutually agreed to by the Parties.

5.1.5 Testing, Changes and Controls

5.1.5.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested as mutually agreed to by the Parties.

5.1.5.2 Interface Testing: The purpose of this test is to ensure that the usage records can be sent by U S WEST to CO-PROVIDER and can be accepted

and processed by CO-PROVIDER. U S WEST shall provide a test file to CO-PROVIDER designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file's test content and volume shall be mutually agreed to by the Parties. CO-PROVIDER shall review the file and verify that it conforms to its data center requirements. CO-PROVIDER shall notify U S WEST in writing whether the format is acceptable. CO-PROVIDER shall also provide U S WEST with the agreed-upon control reports as part of this test.

5.1.5.3 Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by U S WEST and CO-PROVIDER.

5.1.5.4 For testing purposes U S WEST shall provide CO-PROVIDER with U S WEST recorded usage for a minimum of five (5) consecutive days. CO-PROVIDER shall provide U S WEST with the message validation reports associated with test usage.

5.1.5.5 Test File: Test data should be transported via Connect:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Attachment 5.

5.1.5.6 Periodic Review: Control procedures for all usage transferred between U S WEST and CO-PROVIDER shall require periodic review. This review may be included as part of an annual audit of U S WEST by CO-PROVIDER or as part of the normal production interface management function. Breakdowns which impact the flow of usage between U S WEST and CO-PROVIDER must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures shall be mutually agreed upon by CO-PROVIDER and U S WEST.

5.1.5.7 U S WEST Software Changes

5.1.5.7.1 When U S WEST plans to introduce any software changes which impact the format or content structure of the usage data feed to CO-PROVIDER, designated U S WEST personnel shall notify CO-PROVIDER no less than one hundred twenty (120) calendar days before such changes are implemented.

5.1.5.7.2 U S WEST shall communicate the projected changes to the appropriate groups in CO-PROVIDER so that potential impacts on CO-PROVIDER processing can be determined.

5.1.5.7.3 CO-PROVIDER personnel shall review the impact of the change on the entire control structure and the post conversion test plan, herein. CO-PROVIDER shall negotiate any perceived problems with U S WEST and shall arrange to have the data tested utilizing the modified software.

5.1.5.7.4 If it is necessary for U S WEST to request changes in the schedule, content or format of usage data transmitted to CO-PROVIDER, U S WEST shall notify CO-PROVIDER.

5.1.5.8 CO-PROVIDER Requested Changes

5.1.5.8.1 CO-PROVIDER may request changes in the schedule, content, format of the usage data transmitted from U S WEST, as deemed necessary by CO-PROVIDER.

5.1.5.8.2 When the negotiated changes are to be implemented, CO-PROVIDER and/or U S WEST shall arrange for testing of the modified data in a Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by U S WEST to CO-PROVIDER and the methods of transmission for that data.

5.1.5.9 U S WEST System Change Description

5.1.5.9.1 For a U S WEST system change, U S WEST shall provide CO-PROVIDER with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

5.1.5.9.2 During the initial negotiations regarding the change, U S WEST shall provide a list of the specific records and/or systems impacted by the change to designated CO-PROVIDER personnel.

5.1.5.9.3 U S WEST shall also provide CO-PROVIDER a detailed description of the changes to be implemented. It shall include sufficient detail for designated CO-PROVIDER personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

5.1.5.10 Change Negotiations

5.1.5.10.1 CO-PROVIDER shall be notified in writing of all proposed change negotiations initiated by U S WEST in writing. In turn, CO-PROVIDER shall notify U S WEST in writing of proposed change negotiations initiated by CO-PROVIDER.

5.1.5.10.2 After formal notification of planned changes, whether originated by U S WEST or CO-PROVIDER, designated CO-PROVIDER personnel shall schedule negotiation meetings as required with designated U S WEST personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

5.1.5.10.3 In subsequent meetings, U S WEST shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated CO-PROVIDER personnel shall negotiate a detailed test procedure with U S WEST.

5.1.5.11 Changes to controls: CO-PROVIDER may request changes to the control structure. The Parties shall mutually agree to the requested changes.

5.1.5.12 Verification Of Changes

5.1.5.12.1 Based on the detailed description of changes furnished by U S WEST, CO-PROVIDER and U S WEST personnel shall:

Determine the type of change(s) to be implemented;
Develop a comprehensive test plan;
Negotiate scheduling and transfer of modified data with U S WEST;

Negotiate testing of modified data with the appropriate CO-PROVIDER RPC;
 Negotiate processing of verified data through the CO-PROVIDER billing system with the RPC;
 Arrange for review and verification of testing with appropriate CO-PROVIDER groups; and
 Arrange for review of modified controls, if applicable.

5.1.5.13 Introduction of Changes

5.1.5.13.1 When all the testing requirements have been met and the results reviewed and accepted, designated CO-PROVIDER and U S WEST personnel shall:

Negotiate an implementation schedule;
 Verify the existence of a contingency plan with the appropriate CO-PROVIDER personnel;
 Arrange for the follow-up review of changes with appropriate CO-PROVIDER personnel;
 Arrange for appropriate changes in control program, if applicable; and
 Arrange for long-term functional review of impact of changes on the CO-PROVIDER billing system, i.e., accuracy, timeliness, and completeness.

5.2 Information Exchange and Interfaces

5.2.1 Core Billing Information

5.2.1.1 Recorded Usage Data includes all intraLATA toll and local usage. U S WEST shall provide CO-PROVIDER with unrated EMR records associated with all intraLATA toll and local usage which it records on CO-PROVIDER's behalf. Any category, group and/or record types approved in the future for U S WEST shall be included if they fall within the definition of Local Resale. CO-PROVIDER shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

5.2.1.2 U S WEST shall provide rated EMR records only when explicit consent for sending such records has been obtained from CO-PROVIDER.

5.2.1.3 All messages recorded by a Party and billed to the other Party are to be transmitted to the billed Party. Recorded usage includes all usage billable to the other Party.

5.2.1.4 Data Delivery Schedules: Data shall be delivered to CO-PROVIDER by U S WEST daily (Monday through Friday, except holidays) unless otherwise negotiated. CO-PROVIDER and/or U S WEST Data Center holidays are excluded. U S WEST and CO-PROVIDER shall exchange schedules of designated Data Center holidays.

5.2.2 Local Account Maintenance

5.2.2.1 When CO-PROVIDER purchases local service from U S WEST, and, as appropriate, when CO-PROVIDER purchases certain unbundled Network Elements, U S WEST shall provide CO-PROVIDER with local account maintenance as described herein.

5.2.2.2 When notified by a CLEC that an CO-PROVIDER customer has switched to CLEC's service, U S WEST shall provision the change and notify CO-PROVIDER via Connect:Direct within twenty-four (24) hours of the provisioning that the customer has changed to another service provider ("OutPLOC").

5.2.2.3 When notified by CO-PROVIDER that a customer has changed its PIC only from one IXC to another, U S WEST shall provision the PIC only change.

5.2.2.4 If notified by an IXC using a "01" PIC order record that an CO-PROVIDER Customer has changed its PIC only, U S WEST shall reject the order and notify that IXC using an industry standard "3148" record with the operating company number of CO-PROVIDER indicated, that a "01" care PIC record should be sent to CO-PROVIDER for processing.

5.2.3 Product/Service Specific

5.2.3.1 Subject to conditions specified in Section 5.1.1(c) of this Attachment 5, U S WEST shall provide a Specialized Service/Service Provider Charge record to support the Special Features Star Services if these features are part of U S WEST's offering. Such record shall be an EMR 10-01-18 record or industry standard record as may subsequently be mutually agreed to by the Parties. Such record shall be a 10-01-18 record or Bellcore assigned record as may be subsequently agreed to by the Parties.

5.2.4 Emergency Information

5.2.4.1 U S WEST shall provide the transport facility for transmitting usage and billing data between the U S WEST location and the CO-PROVIDER location. U S WEST shall transmit via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended (one (1) Business Day or longer) facility outages, U S WEST shall contract for a courier service to transport the data via tape.

5.2.4.2 The Parties shall mutually agree to the following standards when emergency data is transported to CO-PROVIDER on tape or cartridge via a courier. The data shall be in fixed or variable block format as mutually agreed to by the Parties:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRECL:	2,472 Bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels shall be used. They consist of a single volume label and two (2) sets of header and trailer labels.

5.2.4.1 To the extent the above standards are changed or revised, the Parties may agree to negotiate the incorporation of such new standards.

5.2.5 Rejected Recorded Usage Data

5.2.5.1 At the discretion of CO-PROVIDER, any messages that cannot be rated and/or billed by CO-PROVIDER may be returned to U S WEST via

Connect:Direct. Returned messages shall be sent directly to U S WEST in EMR format. Standard EMR return codes shall be utilized.

5.2.6 Interfaces

5.2.6.1 The Parties shall transmit formatted Recorded Usage Data via Connect:Direct.

5.2.6.2 CO-PROVIDER shall notify U S WEST of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

5.2.6.3 Critical edit failure on the pack header or pack trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by CO-PROVIDER within one (1) Business Day of processing. Rejected packs shall be corrected by U S WEST and retransmitted to CO-PROVIDER within twenty-four (24) hours or within an alternate time frame negotiated on a case by case basis.

5.2.6.4 A pack shall contain a minimum of one (1) message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of ninety-nine (99) packs. A dataset shall contain a minimum of one (1) pack. U S WEST shall provide CO-PROVIDER one (1) dataset per sending location, with the agreed upon RAO/OCN populated in the header and trailer records.

5.2.7 Formats & Characteristics

5.2.7.1 Rated in collect messages should be transmitted via the Connect:Direct and can be intermingled with the unrated messages. No special packing is needed.

5.2.7.2 EMR: U S WEST shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to CO-PROVIDER. The types of EMR records that CO-PROVIDER can expect to receive from U S WEST, includes, but is not limited to, the following:

Header Record	20-21-01, 20-20-01 or 20-24-01
Trailer Record	20-21-02, 20-20-02 or 20-24-02
Detail Records *	01-01-01, 06, 08, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, 10-01-01, 06, 08, 14, 17, 18, 31, 32, 35, 37
Credit Records	03-01-01, 06, 08, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Correction Records	71-01-01, 06, 08, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for rated messages; Category 10 is utilized for unrated messages. Category 10 records are to have indicator 13 populated with a value of 5

5.2.7.2.1 To the extent the above standards are changed or revised, the Parties may agree to incorporate such new standards.

5.2.7.3 U S WEST shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

5.2.7.4 The Interfacing Bell RAO, OCN, and remote identifiers shall be used by CO-PROVIDER to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

5.2.7.5 The file's Record Format (RECFM) shall be Variable Block or fixed as negotiated, Size and the Logical Record Length (LRECL) shall be as mutually agreed to by the Parties.

5.2.7.6 (Intentionally left blank for numbering consistency)

5.2.7.7 U S WEST shall transmit the usage to CO-PROVIDER using dataset naming conventions mutually agreed upon by the Parties.

5.2.8 Controls

5.2.8.1 CO-PROVIDER shall test and certify the Connect:Direct interface to ensure the accurate receipt of Recorded Usage Data.

5.2.8.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	CO-PROVIDER OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

5.2.8.3 Control Reports: CO-PROVIDER accepts input data provided by U S WEST in EMR format in accordance with the requirements and specifications detailed in this Attachment 5. In order to ensure the overall integrity of the usage being transmitted from U S WEST to CO-PROVIDER, data transfer control reports shall be required. These reports shall be provided by CO-PROVIDER to U S WEST on a daily or otherwise negotiated basis and shall reflect the results of the processing for each pack transmitted by U S WEST.

5.2.8.4 Control Reports - Distribution: Since U S WEST is not receiving control reports, dataset names shall be established during detailed negotiations.

5.2.8.5 Message Validation Reports: CO-PROVIDER shall provide Message Validation reports to the designated U S WEST System Control Coordinator once a day (or as otherwise agreed to by the Parties). These reports shall be provided for all data received within U S WEST Local Resale feed and shall be transmitted Monday through Friday.

5.2.8.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

U S WEST name;
Reseller total messages processed in a pack;
Packs processed shall reflect the number of messages initially erred and accepted within a pack; and
Reseller total packs processed.

5.3 Standards

- 5.3.1 When requested for security purposes and on an exception basis when a reasonable need is demonstrated, a Party shall provide the other Party with Recorded Usage Data within two (2) hours of the call completion or within the same period that the recording Party would have that data for itself under similar circumstances. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.
- 5.3.2 U S WEST shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.
- 5.3.3 End user Customer usage records and station level detail records shall be in packs in accordance with EMR standards or applicable industry standards as defined in Section 5.3.1 of this Attachment 5.
- 5.3.4 U S WEST shall provide Recorded Usage Data once a day to CO-PROVIDER on a schedule to be determined by the Parties, Monday through Friday, excluding holidays. The Parties shall work together to reach agreement on an acceptable holiday schedule. U S WEST shall provide to CO-PROVIDER the Recorded Usage Data not more than one (1) Business Day after termination of the call for which usage data is to be provided.
- 5.3.5 U S WEST shall segregate and organize the Recorded Usage Data in accordance with Section 5.2.7 of this Attachment 5.

5.4 Standards for Transmitting and Recording Usage Data

- 5.4.1 Within thirty (30) days after the Effective Date of this Agreement, the Parties shall jointly develop standards for transmitting and recording usage data.

(Deleted per Arbitrator's Recommendations)⁶

5.5 Reporting

- 5.5.1 Within thirty (30) days after the Effective Date of this Agreement, the Parties shall jointly develop reporting procedures for the standards for transmitting and recording usage data described in Section 5.4 above.

(Deleted per Arbitrator's Recommendations)⁷

6. Maintenance

- 6.1 (Intentionally left blank for numbering consistency)

⁶ Per AT&T Recommendations at page 28, Issue 150.

⁷ Per AT&T Recommendations at page 28, Issue 150.

6.2 General Requirements

- 6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.
- 6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.
- 6.2.1.2 U S WEST shall provide a SPOC (Single Point of Contact) for Residence, and a SPOC for Business for CO-PROVIDER to report, via a toll-free telephone number, maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week. The SPOC Residence toll-free number, and SPOC Business toll-free number, will be the numbers for all of U S WEST's fourteen (14) states.
- 6.2.1.3 U S WEST shall provide CO-PROVIDER maintenance dispatch personnel on the same schedule that it provides its own Customers.
- 6.2.2 CO-PROVIDER shall handle all interaction with CO-PROVIDER Customers including all calls regarding service problems, scheduling of technician visits, and notifying the Customer of trouble status and resolution. When a U S WEST technician is on site, the customer will be statused in accordance with standard U S WEST procedures.
- 6.2.3 CO-PROVIDER and U S WEST will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
- 6.2.4 Customers of CO-PROVIDER shall be instructed to report all cases of trouble to CO-PROVIDER. Customers of U S WEST shall be instructed to report all cases of trouble to U S WEST. CO-PROVIDER and U S WEST will provide their respective repair contact numbers to one another on a reciprocal basis.
- 6.2.5 U S WEST shall cooperate with CO-PROVIDER to meet maintenance standards for all Telecommunications Services, unbundled Network Elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 6.2.6 All U S WEST employees or contractors who perform repair service for CO-PROVIDER Customers shall follow mutually agreed to procedures in all their communications with CO-PROVIDER Customers. At a minimum, these procedures, and protocols shall ensure that: (a) U S WEST employees or contractors shall perform repair service that is at least equal in quality to that provided to U S WEST Customers; (b) trouble calls from CO-PROVIDER Customers shall receive response time priority that is at least equal to that of U S WEST Customers, regardless of whether the Customer is an CO-PROVIDER Customer or a U S WEST Customer.

- 6.2.7 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.
- 6.2.8 U S WEST shall perform scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and Combinations provided to CO-PROVIDER under this Agreement equal in quality to that currently provided by U S WEST in the maintenance of its own network.
- 6.2.8.1 U S WEST shall exercise its best efforts to provide the designated CO-PROVIDER SPOC at least sixty (60) days advance notice of any scheduled activity which will likely impact CO-PROVIDER customers.
- 6.2.8.2 Plans for significant service affecting activities shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work hours for completion. Examples of such activities include, but are not limited to, office conversions, cable facility rolls, and tandem re-homes.
- 6.2.9 U S WEST shall exercise its best efforts to notify CO-PROVIDER of all non-scheduled activities to be performed by U S WEST on any Network Element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which will likely impact CO-PROVIDER Customers.
- 6.2.9.1 U S WEST shall provide to the designated SPOC maximum advance notice of such non-scheduled activities in the same time and manner that it provides to its operation service centers.
- 6.2.9.2 U S WEST shall perform emergency maintenance as promptly as possible to maintain or restore service and shall promptly advise the CO-PROVIDER designated SPOC of any such actions it takes.
- 6.2.10 U S WEST shall provide CO-PROVIDER a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (a) provisions for immediate notification to CO-PROVIDER of the existence, location, and source of any emergency network outage potentially affecting an CO-PROVIDER Customer; (b) establishment of a SPOC responsible for initiating and coordinating the restoration of all Local Resale and Network Elements or Combinations; (c) methods and procedures to provide CO-PROVIDER with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (d) an inventory and description of mobile restoration equipment, by location; (e) methods and procedures for reprovisioning of all Telecommunications Services and Network Elements or Combinations after initial restoration, (f) equal priority, as between CO-PROVIDER Customers and U S WEST Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components, and (g) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible

contacts, each available twenty-four (24) hours per day, seven (7) days per week.

6.2.10.1 For purposes of this Section 6, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period for all Customers in a single exchange.

6.2.10.2 CO-PROVIDER and U S WEST will work cooperatively to assess up chain (end office to tandem calls), down chain (tandem to end office calls), and overall customer impact. U S WEST categorizes, reports and reacts to network outages using FCC reporting criteria and U S WEST Abnormal Condition Report Criteria.

- 6.2.11 U S WEST and CO-PROVIDER shall establish mutually acceptable methods and procedures for the immediate handling of misdirected calls from CO-PROVIDER customers to U S WEST requesting repair. The Customer shall be informed that CO-PROVIDER is its local service provider (LSP), and the U S WEST representative will provide the CO-PROVIDER customer with the appropriate telephone number of the CO-PROVIDER repair center. If the LSP screen indicator is not available, the U S WEST representative will ask the CO-PROVIDER Customer if it knows the name of its LSP. The U S WEST representative will provide the CO-PROVIDER Customer with the appropriate number of the CO-PROVIDER repair center. These calls are limited to repair information only, and are not to be used for marketing purposes.
- 6.2.12 When electronic interface is available, U S WEST shall inform CO-PROVIDER of repair completion and trouble reason within ten (10) minutes upon completion. If no electronic interface is available, CO-PROVIDER will provide a SPOC for U S WEST to call as soon as possible after repair completion. U S WEST shall notify CO-PROVIDER that the trouble has been cleared. This is done on a real-time basis. Therefore the technician will notify CO-PROVIDER in a similar manner, for both dispatched-in and dispatched-out troubles. The report shall not be considered closed until such notification is made. CO-PROVIDER will contact its Customer to determine if repairs were completed and confirm the trouble no longer exists.
- 6.2.13 U S WEST and CO-PROVIDER shall mutually develop escalation procedures to be followed if, in CO-PROVIDER judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include names and telephone numbers of U S WEST management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.
- 6.2.14 In the event U S WEST shall fail to conform to any specified performance and service quality standards, identified elsewhere in this Agreement, U S WEST shall perform and deliver to CO-PROVIDER, a standard root cause analysis of the reasons for U S WEST's failure to conform, and U S WEST shall correct said cause as soon as possible, at its own expense.
- 6.2.15 Dispatching of U S WEST technicians to CO-PROVIDER Customer premises shall be accomplished by U S WEST pursuant to a request received from CO-PROVIDER. CO-PROVIDER shall be able to schedule maintenance appointments in intervals at parity with U S WEST upon opening of trouble report.
- 6.2.16 (Intentionally left blank for numbering consistency)

6.2.17 U S WEST shall supply CO-PROVIDER with a unique number to identify each CO-PROVIDER initial trouble report opened.

6.2.17.1 U S WEST and CO-PROVIDER agree to a trouble priority and severity coding format for all trouble reports handled between the two companies. Troubles are prioritized according to appointment schedules:

6.2.17.1.1 Priority 1 = Out of Service

6.2.17.1.2 Priority 2 = Affecting Service

6.2.17.1.3 Priority 3 = Feature Trouble

6.2.17.2 Customer has the ability to escalate.

6.2.18 U S WEST shall provide for resale any maintenance/protection plans for services offered under this Agreement to CO-PROVIDER that it offers U S WEST's own Customers.

6.2.19 U S WEST's current trouble reporting system does not provide the capability to reopen a closed trouble report. Therefore, U S WEST shall allow CO-PROVIDER to designate that a trouble report is associated with the initial trouble report which was closed in the past twenty-four (24) hours without repairs being performed to the Customer's satisfaction. U S WEST shall measure the frequency of these types of repeated reports and will demonstrate non-discriminatory treatment to CO-PROVIDER.

6.2.20 Additional Unbundling Requirements

6.2.20.1 When trouble is reported by a Customer served through unbundled Network Elements, CO-PROVIDER will test its network to identify any problems. If no problems are identified with the CO-PROVIDER network, CO-PROVIDER will open a trouble report with U S WEST and provide switch-based test results to the U S WEST technician. U S WEST shall then test its portion of the network and perform repairs as required in the time frames set forth below in this Attachment 5.

6.2.20.1.1 If U S WEST tests the unbundled loop and there is no trouble found ("NTF"), the same shall be reported back to CO-PROVIDER. If, upon testing the unbundled loop, the trouble is isolated to the Customer side of the NID (inside wire, CPE, etc.), CO-PROVIDER shall be billed a trouble isolation charge ("TIC"). If, after CO-PROVIDER has opened a trouble ticket, it cancels the trouble ticket before a U S WEST technician has been dispatched on the trouble, no charges will apply. If the U S WEST technician has been dispatched on the reported trouble before the trouble ticket is canceled by CO-PROVIDER, a TIC will be applied.

6.2.20.1.2 CO-PROVIDER will coordinate combined testing or repair activities until trouble is resolved. U S WEST shall provide repair updates to CO-PROVIDER. For trouble isolation both Parties will cooperatively test to isolate the trouble as required.

6.3 Systems Interfaces and Information Exchanges

- 6.3.1 U S WEST shall cooperate with CO-PROVIDER to establish a real-time, electronic interface to U S WEST's maintenance systems and databases. This system shall be based on existing and future uniform industry standards being worked in T1M1 standards committee and Electronics Communications Implementation Committee ("ECIC") industry forum.
- 6.3.1.1 An electronic bond will be a system to system connection with immediate update capability. In no way shall this interface cause CO-PROVIDER personnel to use U S WEST systems via remote hook up or any other means of access.
- 6.3.1.2 This interface shall allow CO-PROVIDER personnel to perform the following functions for CO-PROVIDER Customers: (a) enter trouble reports in the U S WEST maintenance systems for an CO-PROVIDER Customer, (b) retrieve and track current status on all CO-PROVIDER Customer trouble report; (c) receive "estimated time to repair" (ETTR) on a real-time basis; (d) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment, (e) retrieve all time and material charges that apply to CO-PROVIDER at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by Customer, per event), and (f) receive automated notification of case closure.
- 6.3.1.3 Automated interfaces must be provided into a centralized operations support systems database for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the U S WEST network, isolate trouble and, where applicable (e.g., when an unbundled loop is connected to an unbundled port or when an unbundled loop includes such equipment as DCS, D4, etc.), initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on such unbundled loops must be equal to or exceed the practices employed by U S WEST for facilities used to provide Services for Resale.
- 6.3.1.4 U S WEST agrees to develop and implement, as soon as possible, with a target date of November 1, 1997, the electronic interfaces described above.
- 6.3.2 U S WEST agrees that CO-PROVIDER may report troubles directly to a single U S WEST Repair/Maintenance Center for both residential and business Customers. The Repair Center will have two separate numbers, one for residence and one for business. CO-PROVIDER's Customers will be treated in the same manner as U S WEST Customers.
- 6.3.3 U S WEST shall perform all testing for Resale Services. U S WEST shall provide the capability for CO-PROVIDER to receive MLT test results while CO-PROVIDER customer is on line during the initial trouble report, when technically feasible in the U S WEST network.
- 6.3.3.1 U S WEST shall provide test results to CO-PROVIDER, if appropriate, for trouble clearance. In all instances; U S WEST will provide CO-PROVIDER with the disposition of the trouble.
- 6.3.4 U S WEST shall provide to CO-PROVIDER the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as

agreed to by the Parties. U S WEST agrees to provide the status of residence and small business trouble reports upon CO-PROVIDER request.

- 6.3.5 U S WEST agrees to provide to CO-PROVIDER the status for open maintenance trouble reports for large business Customers anytime the status of the trouble report changes or upon CO-PROVIDER's request.
- 6.3.6 U S WEST agrees that CO-PROVIDER may call U S WEST to verify central office features and functions as they relate to an open trouble report. U S WEST agrees to work with CO-PROVIDER on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.
- 6.3.7 U S WEST agrees to proactively advise CO-PROVIDER of any central office failure that is known at the time of any inquiry or trouble report. U S WEST agrees to continue to work with CO-PROVIDER toward implementing a process to meet CO-PROVIDER requirements for notification of switch failures as soon as possible.
- 6.3.8 U S WEST agrees to provide an Estimated Time To Repair (ETTR) on all residence and small business trouble reports.
- 6.3.9 U S WEST agrees to develop, with CO-PROVIDER's cooperation, mutually acceptable workcenter interface agreements to document methods and procedures for interim and final interfaces for each service within thirty (30) days after CO-PROVIDER notice to U S WEST of its initiation of that service.
 - 6.3.9.1 After the initial deployment of the workcenter processes, U S WEST agrees to continue working with CO-PROVIDER to further develop, improve and refine the operational process described in this Agreement.
- 6.3.10 U S WEST agrees to provide CO-PROVIDER with repair history of previous trouble reports on customer service of open trouble report.
- 6.3.11 U S WEST shall provide CO-PROVIDER with the capability to cancel a trouble report.
- 6.3.12 U S WEST shall provide CO-PROVIDER with the capability to modify a trouble report.

6.4 Standards

- 6.4.1 Maintenance charges for premises visits by U S WEST employees or contractors shall be billed by CO-PROVIDER to its Customer.
 - 6.4.1.1 U S WEST employees or contractors shall present the Customer with an CO-PROVIDER provided, CO-PROVIDER-branded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary in accordance with the provisions of this Agreement.
 - 6.4.1.2 If additional work is required, U S WEST employees or contractors shall call CO-PROVIDER from the Customer premises so that CO-PROVIDER can schedule a new appointment with U S WEST and Customer at the same time.

6.4.2 U S WEST agrees to work with CO-PROVIDER to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard within sixty (60) days after final resolution by the Network Operation Forum (NOF).

6.5 Performance Measurements and Reporting

(Deleted per Arbitrator's Recommendations)⁸

7. Miscellaneous Services and Functions

7.1 (Intentionally left blank for numbering consistency)

7.2 (Intentionally left blank for numbering consistency)

7.3 Performance Measurements and Reporting

7.3.1 (Deleted per Arbitrator's Recommendations)⁹

7.3.2 (Deleted per Arbitrator's Recommendations)¹⁰

7.3.3 (Deleted per Arbitrator's Recommendations)¹¹

[Charts Removed]

⁸ Per AT&T Recommendations at page 28, Issue 151.

⁹ Per AT&T Recommendations at page 28, Issue 156.

¹⁰ Per AT&T Recommendations at page 28, Issue 156.

¹¹ Per AT&T Recommendations at page 28, Issue 156.