

TABLE OF CONTENTS

Attachment 10 SERVICE STANDARDS

1

	Title	Page
Section 1	General	1
Section 2	Definitions	1
Section 3	Failure to Meet the Performance Criteria	1
Section 4	Limitations	2
Section 5	Records	2
Section 6	Service Quality	2
Section 7	Quality Data	2
Section 8	Modification	2

SERVICE STANDARDS

Section 1. General

1.1 USWC shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements and Performance Standards (collectively referred to herein as "Performance Standards") specified in this Agreement. In addition, USWC's performance under this Agreement shall provide MCIIm with the capability to meet Performance Standards that are at least equal to the highest level that USWC provides or is required to provide by law or its own internal procedures, whichever is higher. In the event the Performance Standards specified in this Agreement are different than the standards or measurements USWC provides or is required to provide by law or its own internal procedures, the highest Performance Standard shall apply.

Section 2. Definitions

2.1 When used in this Section, the following terms shall have the meanings indicated.

2.1.1 "Specified Performance Commitment" means the commitment by USWC to meet the Performance Criteria for any Specified Activity during the Specified Review Period.

2.1.2 "Specified Activity" means any of the following activities:

2.1.2.1 installation by USWC of Unbundled Loops for MCIIm ("Unbundled Loop Installation");

2.1.2.2 USWC's provision of Interim Number Portability ("INP Installation") to MCIIm;

2.1.2.3 repair of USWC service provided to MCIIm ("Out of Service Repairs");

2.1.2.4 installation by USWC of interconnection trunks for the mutual exchange of local exchange traffic with MCIIm ("LIS Trunk Installation");

2.1.2.5 average length of outages; or

2.1.2.6 percent of call blockage or failure.

2.1.3 "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for MCIIm will meet or exceed the average performance by USWC for the total universe of specified activities, will comply with the parity requirements set forth in the General Section of this Agreement, and will meet the requirements of the Commission.

Section 3. Failure to Meet the Performance Criteria

3.1 If, during a Specified Review Period, USWC fails to meet the Performance Criteria, USWC will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If USWC fails to meet the Performance Criteria for two (2) consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration in accordance with the dispute resolution provisions of this Agreement. This Section shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. MCIIm may seek regulatory or other legal relief including requests for specific performance of USWC's obligations under this Agreement.

Section 4. Limitations

4.1 USWC's failure to meet or exceed the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by MCI to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent of subcontractor of MCI, or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.

Section 5. Records

5.1 USWC shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to MCI such records in a self-reporting format. The Parties agree that such records shall be deemed "Proprietary Information". The reports shall be provided to MCI on a quarterly basis, and shall include:

5.2 Installation intervals for USWC and MCI for interconnection trunks, unbundled network elements, and resold services;

5.3 Repair and maintenance intervals for USWC and MCI for interconnection trunks, unbundled network elements and resold services.

Section 6. Service Quality

6.1 If MCI desires service quality in excess of the baseline standards in accordance with Commission rules, it may request such service through the Bona Fide Request Process and will be required to pay for such service.

Section 7. Quality Data

7.1 USWC shall provide to competing providers, periodic reports (e.g., on a monthly or quarterly basis) containing service quality data.

Section 8. Modification

8.1 The Service Performance Standards in this section will be subject to modification to reflect new rules of the Commission regarding performance standards and possible compensation related to performance under such standards.