

TABLE OF CONTENTS

Attachment 2 LOCAL RESALE

	Title	Page
Section 1	Description	1
Section 2	General Terms and Conditions for Resale	2
Section 3	Basic Service Requirements	23
Section 4	Requirements for Specific Services	3
Section 5	Service Functions	89
Section 6	Security and Law	840
Section 7	Ordering and Maintenance	940
Section 8	Changes in Retail Service	940
Section 9	Customer Authorization Process	944
Section 10	MCIIm Responsibilities	1042
Section 11	Pricing	11
Section 12	Deposit	1143

RESALE

Section 1. Description

1.1 MCI may resell to any and all classes of end-users Telecommunications Services obtained from USWC under this Agreement. USWC will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. ~~USWC agrees to remove all tariff restrictions which prohibit or limit the aggregation and resale of any such Telecommunications Services, including, but not limited to, CENTREX aggregation, feature and service aggregation, and resale of Telecommunications Services to another reseller. All rates in this Agreement are interim in nature. Permanent rates will be established by the Commission in its generic costing and pricing Docket No. 96S-331T.~~

1.2 At the request of MCI, and pursuant to the requirements of the Act, and FCC rules and state regulations, USWC shall make available to MCI for resale at wholesale rates, all retail Telecommunications Services USWC currently provides, or may offer hereafter, including, but not limited to, non-tariffed services, deregulated services which are offered at retail which qualify as Telecommunications Services, grandfathered services, contract services, packaged services, residential services, business services, services offered on an individual case basis, discounted services, ancillary services, and promotional offerings where offered for a period of greater than ninety (90) days. This description of services is neither all inclusive nor exclusive. Specific services offered for resale shall also include, Centrex, Optional Calling Plans, Voice Mail, Inside Wire Maintenance, and Custom Calling Services.

1.2.1 Voice Mail

USWC shall make available the SMDI-E ("Station Message Desk Interface-Enhanced"), where available, or SMDI (Station Message Desk Interface), where SMDI-E is not available, feature capability allowing for Voice Mail Services. USWC shall make available, where available, the MWI (Message Waiting Indicator) stutter dialtone and message waiting light feature capabilities. USWC shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

1.3 USWC shall also provide Service Functions, as agreed to in this Attachment 2. The Telecommunications Services and Service Functions provided by USWC to MCI pursuant to this Attachment 2 are collectively referred to as "Local Resale".

1.4 This Section describes several services which USWC shall make available to MCI for resale pursuant to this Agreement. This description of services is neither all inclusive nor exclusive. Except as may be noted elsewhere in this Agreement, all services or offerings of USWC which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

1.5 Grandfathered Services

USWC shall offer for resale to MCI all grandfathered services. For purposes of this Agreement, a grandfathered service is a service that USWC offers to existing retail subscribers but not to new subscribers. MCI shall have the right to review and approve any USWC request for the termination of service and/or its grandfathering filed with the Commission.

1.6 N11 Service

MCIm shall have the right to resell any N11 service, including, but not limited to, 411, or 911 services, existing as of the Effective Date of this Agreement. These services shall be unbranded and routed to MCIm, as required by MCIm pursuant to Section 8 of the General Section of this Agreement.

1.7 Contract Service Arrangements, Special Arrangements, and Promotions

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

1.8 Additional Services

If an available service or service function is not currently offered by USWC at retail, MCIm may request and USWC shall make available to the extent technically feasible, such service or function as an unbundled network element through the BFR Process as set forth in the General Section of this Agreement.

1.9 The specific business process requirements and systems interface requirements are set forth in Attachment 8.

Section 2. General Terms and Conditions for Resale

2.1 Primary Local Exchange Carrier Selection. USWC shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. § 64.1100 as implemented, to the process for end-user selection of a primary local exchange carrier. In accordance with the customer authorization process described elsewhere in this Agreement, USWC shall not require notification from the customer, another carrier, or another entity, in order to process an MCIm order for Local Service for a customer.

Section 3. Basic Service Requirements

3.1 Call Types

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

3.2 USWC will provide access for MCIm and all its end user customers to all call types, including, but not limited to, 500, 700, 800, 900, exchanges and Dial Around Services (10XXX).

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

3.4 USWC will provide pre-subscription services for intraLATA and interLATA toll services in accordance with currently accepted methods and procedures.

3.5 Features Requirements

3.5.1 USWC will provide MCIIm the ability to suspend and restore customer service, including vacation suspension service, at the direction of MCIIm.

3.5.2 End Office Features. USWC will provide to MCIIm the same End Office Features available to USWC's end users, including, but not limited to, CLASS features, Custom Calling features, and AIN features.

3.5.3 Call Blocking Features. USWC will provide to MCIIm the same Call Blocking features as are available to USWC's own customers.

~~3.6 USWC shall provide to MCIIm a list, in an agreed upon format, by Central Office, of all the features and functions offered by USWC within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list as further described in Attachment 8. USWC shall also make available the Document Management System for use by MCIIm.~~

~~3.6 MCIIm shall use publicly available tariffs to determine the general availability of USWC features and functions. When available, USWC shall also provide a method via the electronic interconnection Mediated Access for MCIIm to ascertain the availability of a particular feature in a given Central Office.~~

Section 4. Requirements for Specific Services

4.1 IntraLATA Toll

USWC will provide MCIIm its intraLATA toll service to MCIIm for resale where 1+ intraLATA toll presubscription is not available.

4.2 Private Line Services

The following private line services shall be made available without restriction from USWC: (a) voice grade private line services; (b) off premise extensions; (c) foreign exchange line service; (d) point-to-point and multi-point Digital Services (9.6 kbps-56 kbps; Fractional DS-1; (e) DS-1 Services; (f) DS-3 services; (g) OC-3 service (where available); (h) frame relay service; (i) packet switched services; (j) switched digital services; and (k) other private line services as they are made available.

4.3 CENTREX Requirements

4.3.1 At MCIIm's option and as they are available to USWC's own end users via interstate tariffs and state tariffs, price lists, price schedules, catalogs, or Individual Case Basis, MCIIm may purchase a single, any combination, or the entire set of CENTREX features, including CENTREX Management System (CMS). The CENTREX Service provided for resale will meet the requirements set forth in the following provisions of this section.

4.3.1.1 USWC shall make CMS information available to MCIIm at the End Office level via an electronic interface as further described in Attachment 8 to this Agreement.

~~4.3.1.2 USWC shall provide to MCIIm a list in an agreed to format by central office of all CENTREX or CENTREX-like features and functions offered by USWC within ten (10) days of the Effective Date of this Agreement, and shall provide updates to such list as further described in Attachment 8 to this Agreement.~~

~~4.3.1.2. MCIIm shall use publicly available tariffs to determine the general availability of USWC features and functions. When available, USWC shall provide a method via the electronic interconnection Mediated Access for MCIIm to ascertain the availability of a particular feature in a given Central Office.~~

4.3.2 All service levels and features of CENTREX Service provided by USWC for resale by MCIIm shall be at parity with levels and features provided to USWC's own customers or as mutually agreed upon by the Parties.

~~4.3.3 MCIIm may aggregate the CENTREX local exchange and intraLATA traffic usage of MCIIm subscribers to qualify for volume discounts on the basis of such aggregated usage.~~

4.3.34 MCIIm may aggregate multiple MCIIm customers on dedicated access facilities.

4.3.45 USWC shall make CMS information available to MCIIm at the common block level via an electronic interface, as provided to USWC's own end users.

4.3.56 MCIIm may use remote call forwarding in conjunction with CENTREX Service to provide service to MCIIm Local Service Customers residing outside of the geographic territory in which USWC provides local exchange service.

4.3.67 MCIIm may purchase any and all levels of CENTREX Service for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service, equivalent to what is offered to USWC's own end users.

4.3.78 USWC will provide to MCIIm the ability to suppress the need for MCIIm customers to dial "9" when placing calls outside the CENTREX system.

4.3.89 USWC shall make available to MCIIm for resale, at no additional charge, intercom calling among all MCIIm customers within a common block who utilize resold CENTREX Service.

4.4 CLASS and Custom Features Requirements

MCIIm may purchase a single, any combination, or the entire set of CLASS and Custom features and functions, on a customer-specific basis. CLASS features shall include, but not be limited to: caller identification, name and number; call screening; call tracing; and automatic call back on busy (*69). USWC shall provide to MCIIm a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date at this Agreement and shall provide updates to such list when new features and functions become available.

4.5 Customer Financial Assistance Programs

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

4.5.2 USWC shall offer for resale Lifeline and Link-Up Service; provided, however, that MCIIm may only resell Lifeline and Link-Up Service to those Customers eligible to receive such services.

USWC will provide information about the certification process for the provisioning of Lifeline, Link-up, and similar services. USWC will forward to MCI, in electronic format, all information regarding a subscriber's program eligibility, status and certification when a USWC subscriber currently on any USWC telephone assistance program changes service to MCI as their local exchange carrier. USWC will cooperate in attaining any subsidy associated with a subscriber transfer to MCI.

4.6 Discount Plans and Services

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

4.6.2 MCI can utilize any volume discounts that USWC makes available to its end user customers. In no event shall MCI be required to agree to volume or term commitments as a condition for obtaining Local Service at wholesale rates.

4.7 Hospitality Service

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

4.8 Telephone Line Number Calling Cards

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

4.8.1 Except as provided above, USWC will coordinate the disconnection of a customer's calling cards with MCI to ensure that there is no time a customer is without a calling card.

4.8.2 USWC shall not prohibit MCI from issuing a new telephone calling card to an MCI customer utilizing the same TLN, and MCI shall have the right to enter the TLN in the LIDB for calling card verification purposes.

4.8.3 USWC will provide MCI the ability to utilize USWC's LIDB for calling card validation.

4.9 USWC shall make engineering support available to MCI for all special services which are covered under a local resale offer on the same basis as it provides such support to itself or its end users.

4.10 Payphone Services

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

Billed Number Screening
Ability to "freeze" PIC selection

- One (1) bill per line and summary billing per line
- Point of demarcation at the Network Interface location
- Detailed billing showing all 1+ traffic on paper, diskette or electronic format
- Touch-tone service
- Option for listed or non-listed numbers
- Access to 911 service
- One (1) directory per line

4.10.2 At a minimum, USWC shall offer for resale the following Coin Line features:

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

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

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

4.10.4 At a minimum, USWC shall offer for resale the following PAL Coin feature:

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

4.10.5 At a minimum, USWC shall offer for resale the following PAL Coinless feature:

- Blocking for 1 + international, 10XXXX1 + international, 101XXXX1 +International, 1+900, N11, 976, 7 digit local, 1 +000

4.10.6 USWC shall offer for resale, at a minimum, the following SemiPublic Coin features:

Ability to keep existing serving telephone numbers if cutover to MCI
Touch-tone Service
Option for listed, nonlisted, or non published numbers
Provision of 911 service
Access to ANI information
Access to all CO intelligence
Ability to keep existing serving telephone numbers if cutover to MCI required to perform answer supervision, collect and refund
Far end disconnect recognition
Call timing
PIC protection for all 1+ local, interLATA, and intraLATA traffic
Same call restrictions as available on USWC phones for interLATA, international, intraLATA, and local calling
One (1) bill per line and summary billing per line
Detailed billing showing all 1+ traffic in paper, diskette or electronic format
Option to have enclosure installed with set
One (1) directory per line installed
Install the station to at least USWC standards
Option to block all 1+ international calls
Option of one-way or two-way service
Wire Maintenance option
Ability to block any 1+ service that cannot be rated by the coin circuits/TSPS/OSPS
Use of MCI rate tables for local and intraLATA service
Option to have USWC technicians collect, count, and deposit vault contents on behalf of MCI
Monitor vault contents for slugs and spurious non United States currency or theft and notify MCI of discrepancies
Station or enclosure equipment bearing the name/brand designated by MCI on the order form
Protection against clip on fraud
Protection against red box fraud
Protection against blue box fraud
Provide option for use of "bright" station technology including debit cards
Provide revenue, maintenance, collection reports as specified by MCI on order form on a periodic basis in paper, diskette or electronic format
Blocking of inbound international calls
Point of demarcation at the set location
Provide service restoration per MCI's Performance Standards
Service outage transfers to MCI help center
Special screen codes unique to MCI and/or its subscribers
Single Point of Contact for bills and orders dedicated to Public
Access to MCI Directory Assistance
Access to MCI's Network Access Interrupt
Access to ANI Information
Provide all information requested to ensure MCI can bill for access line
Provide all information requested to ensure MCI can bill for usage on the line
All calls originating from stations serviced by these lines routed to MCI lines, except where designated
Provide the same monitoring and diagnostic routines on the line as USWC would on its own facilities
Provide installation intervals per MCI Performance Standards

Ordering per MCIIm Performance Standards
Call Transfer per MCIIm Performance Standards
Billing per MCIIm Performance Standards
PIC per MCIIm Performance Standards

Section 5. Service Functions

5.1 USWC shall provide MCIIm with the information MCIIm will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services and shall not charge MCIIm for such information.

5.2 USWC shall provide MCIIm with appropriate notification of all area transfers with line level detail one hundred twenty (120) days before service transfer and will also notify MCIIm within one hundred twenty (120) days before such change or any LATA boundary changes.

5.3 USWC will work cooperatively with MCIIm in practices and procedures regarding the handling of law enforcement and service annoyance calls.

5.4 Support Functions

5.4.1 Routing to Directory Assistance, Operator and Other Services

5.4.1.1 USWC shall make available to MCIIm the ability to route:

(a) all Local Directory Assistance calls (411, (NPA) 555-1212) dialed by MCIIm Customers directly to the MCIIm Directory Assistance Services platform, where technically feasible and consistent with FCC rules; and

(b) Local Operator Services calls (O+, O-) dialed by MCIIm Customers directly to the MCIIm Local Operator Services platform, where technically feasible and consistent with FCC rules. Such traffic shall be routed over trunk groups between USWC end offices and the MCIIm Local Operator Services Platform, using standard Operator Services dialing protocols of O+ or O-.

5.4.1.2 All direct routing capabilities described herein shall permit MCIIm Customers to dial the same telephone numbers for MCIIm Directory Assistance and Local Operator Service as USWC Customers use to access similar services.

Section 6. Security and Law

6.1 USWC will maintain and safeguard all MCIIm customer information according to CPNI privacy guidelines.

6.2 USWC and MCIIm will work jointly in security matters as they relate to MCIIm customers in a resale environment including, but not limited to, harassment and annoyance calls.

6.3 USWC and MCIIm will work jointly to support law enforcement agency requirements including, but not limited to, taps, traces and court orders.

6.4 USWC will work jointly with MCIIm with respect to prevention and settlement of fraud.

6.5 USWC and MCIIm will work jointly to provide access to lines in a hostage situation.

Section 7. Ordering and Maintenance

7.1 USWC will notify MCIIm by Fax, EDI or other processes as agreed to by the Parties, when an end user moves to another service provider.

7.2 The new service provider shall be responsible for issuing either a transfer of service or disconnect/new connect order, as appropriate.

Section 8. Changes in Retail Service

8.1 USWC will notify MCIIm of any changes in the terms and conditions under which it offers Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions.

8.2 USWC will provide to MCIIm thirty (30) days' advance notice of the availability of new products for market testing or the ability to participate in new product market tests conducted by USWC.

8.3 In the event USWC intends to terminate the provisioning of any resold services to MCIIm for any reason, MCIIm shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to MCIIm's end users. USWC will provide sufficient written notice to MCIIm of USWC's intent to terminate a resold service so that MCIIm may notify its customers or intervene in the proceedings on a timely basis consistent with Commission rules and notice requirements.

Section 9. Customer Authorization Process

9.1 USWC and MCIIm will use the existing PIC process as a model, and the same or similar procedures for changes of local providers. For a local carrier change initiated by MCIIm or an agent of MCIIm to a customer, one of the following four (4) procedures will constitute authorization for the change: (a) Obtain the customer's written authorization (letter of authorization or LOA); (b) Obtain the customer's electronic authorization by use of an toll-free number; (c) Have the customer's oral authorization verified by an independent third party (third party verification); or (d) Send an information package, including a prepaid, returnable postcard, within three (3) days of the customer's request for a local carrier change, and wait fourteen (14) days before submitting the local carrier change to the previous carrier.

9.2 It is understood by USWC and MCIIm that these procedures may be superseded or modified by FCC rules or industry standards.

9.3 USWC will provide MCIIm authorization for a local carrier change that is initiated by a customer call to MCIIm. In this case MCIIm will: (a) maintain internal records verifying the customer's stated intent to switch carriers; and (b) produce the record in case of a slamming dispute consistent with the FCC rules.

9.4 Should an end user dispute or a discrepancy arise regarding the authority of MCIIm to act on behalf of the end user, MCIIm is responsible for providing evidence of its authority to USWC. If there is a conflict between the end user designation and MCIIm's evidence or its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If MCIIm does not provide the evidence, or if the end user disputes the authority of the evidence, then MCIIm must:

9.4.1 notify USWC to change the end user back to the previous reseller or service provider, and

9.4.2 provide any end user information and billing records MCIIm has obtained relating to the end user to the previous reseller, and

9.4.3 notify the end user and USWC that the change has been made, and

9.4.4 remit to USWC a slamming charge in accordance with FCC rules as compensation for the change back to the previous reseller or service provider.

9.5 If an end user customer is switched from MCIIm back to USWC and there is a dispute or discrepancy with respect to such change in service provider, MCIIm may request to see a copy of the evidence which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC does not provide the evidence, or if the end user disputes the authority of the evidence, then USWC must:

9.5.1 notify MCIIm to change the end user back to the previous reseller or service provider, and

9.5.2 provide any end user information and billing records USWC has obtained relating to the end user to the previous reseller, and

9.5.3 notify the end user and MCIIm that the change has been made, and

9.5.4 remit to MCIIm a slamming charge in accordance with FCC rules as compensation for the change back to the previous reseller or service provider.

9.6 MCIIm shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and for intraLATA services when intraLATA presubscription is implemented.

9.7 When end user customers switch from USWC to MCIIm, or to MCIIm from any other service provider, such customers shall be permitted to retain their current telephone numbers if they so desire and if they do not change their service address to an address served by a different central office. USWC shall take no action to prevent MCIIm customers from retaining their current telephone numbers.

Section 10. MCIIm Responsibilities

10.1 MCIIm must send to USWC either: (a) complete and accurate end user listing information for Directory Assistance and 911 Emergency Services using processes mutually agreed to by the Parties, or (b) notification of as-is migration. MCIIm must provide to USWC accurate end user information to ensure appropriate listings in any databases in which USWC retains and/or maintains end user information. MCIIm shall assume liability for the accuracy of information provided to USWC. After receiving accurate information from MCIIm, USWC shall assume liability for the accuracy of transmission of such information to the database provider (e.g., SCC).

10.2 USWC shall provide MCIIm with the capability to assign large quantities (i.e., greater than ten (10)) of telephone numbers for multiple line and PBX customers.

Section 11. Pricing

The prices charged to MCIIm for Local Service are set forth in Attachment 1 of this Agreement.

Section 12. Deposit

12.1 USWC may require a suitable deposit for resale services to be held by USWC as a guarantee for payment of USWC's charges for companies which cannot demonstrate sufficient financial integrity based on commercially reasonable standards, which may include a satisfactory credit rating as determined by a recognized credit rating agency reasonably acceptable to USWC.

12.2 When the resale service is terminated or when MCIIm has established satisfactory credit, if required under the terms of the preceding paragraph, the amount of the initial or additional deposit, with any interest due, will, at MCIIm's option, be either credited to MCIIm's account or refunded. Satisfactory credit for MCIIm is defined as twelve (12) consecutive months' service as a reseller without a termination for nonpayment and with no more than one (1) notification of intent to terminate service for nonpayment. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal prime rate, as published in the Wall Street Journal from time to time.