

**Amendment for Unbundled Loops and  
Unbundled Dedicated Interoffice Transport (UDIT)  
To the Interconnection Agreement  
between  
Qwest Corporation  
and  
New Edge Network, Inc. dba New Edge Networks  
  
For the State of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Edge Network, Inc. dba New Edge Networks ("CLEC").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, in the state of Nebraska, that was approved by the Nebraska Public Service Commission ("Commission") on January 04, 2000 as referenced in Application No. C-2165 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms.**

This Amendment is made in order to replace in its entirety, the terms, conditions and rates for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT), to the Agreement or any associated Amendment, as set forth in Attachments 1 and 2 and Exhibits A and B to this Amendment, attached hereto and incorporated herein.

**2. Effective Date.**

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Edge Network, Inc. dba  
New Edge Networks**

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Business Policy  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### 9.2 Unbundled Loops

#### 9.2.1 Description

The Local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User premises. The Local Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 “Loop Demarcation Point” – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User, owner or landlord ownership of facilities begins.

#### 9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End Users. For Unbundled Loops that have a retail analog, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End Users. Unbundled Loops shall be provisioned in accordance with Exhibit B, attached hereto, and the performance metrics set forth in the Agreement and with a minimum of service disruption.

9.2.2.1.1 Use of the word “capable” to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word “compatible” to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC’s Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at

accessible terminals including DSXs, FDPs or equivalent in the Central Office, Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts). Nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 24 wire non-loaded or ADSL compatible Unbundled Loop for a Customer served by a digital Loop carrier system Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Amendment, CLEC shall be entitled to a credit of one-half of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Amendment requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC.

Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Amendment. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS-1 capable Loops provide a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User location. DS-1 capable Loops transport bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. DS-1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via [www.ecom.qwest.com](http://www.ecom.qwest.com). The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain

type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Amendment. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit B. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP

installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User service, the Basic Installation with Performance Testing option requires a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2)



business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date .

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative

Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop and exchange demarcation information.

9.2.2.9.5.2 For new End User service, Basic Installation with Cooperative Testing may require a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4 -Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4 -Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss =  $\leq$  40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS-1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS-3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss =  $\leq 41$  dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation

is either cancelled, or supplemented (supp) to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL). The requirements with respect to providing a significant amount of local exchange traffic shall not apply to conversions to Unbundled Loop.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of the Agreement.

9.2.2.12 If there is a conflict between an End User (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User to contact CLEC, and Qwest will initiate contact with CLEC.

- (a) Reserved for Future Use.
- (b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to

accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of the Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an End User from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

### **9.2.3 Rate Elements**

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Amendment. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

#### **9.2.4 Ordering Process**

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the End User, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not

necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the application date will correspond to date the new version is received by Qwest.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit B. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1. When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will

clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations



may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

## **9.2.5 Maintenance and Repair**

9.2.5.1 CLEC is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User's side of the Loop Demarcation Point. If the trouble is on the End User's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLECs behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and repair processes are set forth in the Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4. Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

## **9.2.6. Spectrum Management**

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS-1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User

Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder

group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a state commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under the Dispute Resolution Section of the Agreement.

9.2.6.9 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this Amendment.

## ATTACHMENT 2

### 9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

#### 9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT or Unbundled Loops. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and 28 DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and 24 DS0 signals terminated at a Demarcation Point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

#### 9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and cross-connections are necessary to combine UNEs, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing cross-connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration

requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a continuous Dedicated Transport element from one point to another.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at the Qwest Central Office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration and the charges listed in Exhibit A will apply. Channel regeneration charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or; (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.

9.6.2.4 CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with Local Exchange Services.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

### **9.6.3 Rate Elements**

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire

Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element.

d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate

element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a

non-distance sensitive element.

d) OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.5.1 OC-48 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

e) OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.6.3.8 1/0 multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:



- a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.
- c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization Provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Amendment.

#### **9.6.4 Ordering Process**

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of the Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit B.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or
- b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit B and CLEC

cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of the Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the Demarcation Point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 Reserved for Future Use.

#### **9.6.5 Maintenance and Repair**

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross-connections will be repaired by CLEC and Qwest cross-connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

#### **9.6.6 Rearrangement**

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's Demarcation Point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit B. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).