

Unbundled Loops, Loop Mux Combination, Special Request Process, Bona Fide Request Process and Single Point of Presence ("SPOP") in the LATA Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company, LP for the State of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and SPRINT Communications Company, LP ("SPRINT"). SPRINT and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, SPRINT and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under 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:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for Unbundled Loops, Loop Mux Combination, Special Request Process, Bona Fide Request Process and Single Point of Presence ("SPOP") in the LATA as set forth in Attachments 1, 2, 3 and 4 and Exhibits A & B and C to this Amendment, attached hereto and incorporated herein by this reference. Additionally, the Parties agree to replace Section (E)1.16.10 of the Agreement in its entirety as follows:

(E)1.16.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP). For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

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.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, SPRINT must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed

by Qwest. SPRINT will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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.

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.

Sprint Communications Company, LP

Qwest Corporation

Signature

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 SPRINT, End User, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide SPRINT, 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 and the performance metrics set forth in Section 20 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 SPRINT’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, SPRINT 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 SPRINT 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 SPRINT 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 SPRINT.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about SPRINT's ability to provide service through available copper facilities on a broad scale, SPRINT shall have the ability to gain access to Qwest information sufficient to provide SPRINT 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. SPRINT 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 SPRINT 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 SPRINT, 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 SPRINT 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 SPRINT where facilities are available and existing on an ICB basis. Rates for OC3, OC12 and OC48 may be found in Exhibit A of this Amendment. Rates for OC192 will be provided as such facilities are made available. 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 SPRINT 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) as defined in Section 9.3.1.1. 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 SPRINT orders a 2/4 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. SPRINT may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, SPRINT may request that Qwest condition existing spare facilities. SPRINT may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If SPRINT has not pre-approved conditioning, Qwest will obtain SPRINT's consent prior to undertaking any conditioning efforts. Upon SPRINT 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 SPRINT with a non-loaded Loop. SPRINT 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 as specified in Exhibit B for performing Loop conditioning, SPRINT 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, SPRINT shall be entitled to a credit of one-half of the conditioning charges made, unless SPRINT 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 SPRINT. In the case of such fundamental failure, SPRINT shall be entitled to a credit of all conditioning charges, except where SPRINT asks Qwest to cure any defect and Qwest does so. In the case of such cure, SPRINT shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When SPRINT 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 SPRINT to meet their specific needs. If Extension Technology is requested by SPRINT, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge SPRINT. 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. SPRINT 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, SPRINT 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 SPRINT access to Loop qualification information in a nondiscriminatory manner and will provide SPRINT the same Loop qualification information available to Qwest.

9.2.2.8.1 ADSL Loop Qualification Tool. SPRINT 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 SPRINT has a digital certificate, SPRINT may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides SPRINT 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. SPRINT 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 SPRINT 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 SPRINT through IMA-GUI or IMA-EDI. This tool informs SPRINT 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 SPRINT 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 SPRINT through IMA-GUI or IMA-EDI. This tool permits SPRINT to view information on multiple lines and will inform SPRINT 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 SPRINT to notify SPRINT 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 SPRINT. 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 SPRINT.

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 SPRINT 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 SPRINT. 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 SPRINT on close-out and email the performance test results within two (2) business days to a single, designated SPRINT 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 SPRINT by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated SPRINT 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, SPRINT must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the SPRINT designated "Appointment Time", the Qwest Implementor/Tester contacts SPRINT to ensure SPRINT is ready for installation. If SPRINT is not ready within thirty (30) minutes of the scheduled appointment time, then SPRINT 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 SPRINT 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 SPRINT requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact SPRINT, read the Qwest test results, and begin SPRINT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SPRINT office email address. SPRINT will be charged for any Provisioning test SPRINT 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 SPRINT, read the

Qwest test results, and begin SPRINT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SPRINT office email address. SPRINT 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, SPRINT must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the SPRINT designated "Appointment Time", the Qwest Implementor/Tester contacts SPRINT to ensure SPRINT is ready for installation. If SPRINT is not ready within thirty (30) minutes of the scheduled appointment time, then SPRINT 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 SPRINT the ability to coordinate the conversion activity. The Qwest Implementor advises SPRINT 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. SPRINT will not receive test results. When installation is complete, Qwest will notify SPRINT.

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 SPRINT. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact SPRINT, read the Qwest test results, and begin SPRINT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SPRINT office email address. SPRINT 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 SPRINT 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 SPRINT to obtain a coordinated installation for Unbundled Loops with or without LNP, where SPRINT 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 SPRINT. 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 SPRINT requesting the same Frame Due Time (FDT) in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with SPRINT for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where SPRINT 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 SPRINT 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 SPRINT 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. Where LNP is included, see Section F(2) of the Agreement.

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 SPRINT. If the Project Coordinated Installation includes LNP, SPRINT will also have appropriate personnel scheduled for the negotiated FDT. If SPRINT's information is modified during the installation, and, as a result, non-scheduled employees are required, SPRINT 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, SPRINT 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 SPRINT one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If SPRINT orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, SPRINT and Qwest agree to isolate and fix the problem in a timeframe acceptable to SPRINT or the Customer. If the problem cannot be corrected within an

acceptable timeframe to SPRINT or the Customer, SPRINT may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If SPRINT 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 SPRINT.

9.2.2.9.7.6 If SPRINT 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, SPRINT 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), as specified in the Agreement. The requirements with respect to providing a significant amount of Local Exchange traffic for Enhanced Extended Loops (EEL's) shall not apply to conversions to Unbundled Loops.

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 SPRINT regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User to contact SPRINT, and Qwest will initiate contact with SPRINT.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of SPRINT'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 SPRINT personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. SPRINT 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 Reuse of Loop Facilities

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

9.2.2.14.2 When SPRINT contacts Qwest with a request to convert an End User Customer from their current CLEC (old CLEC) to them (SPRINT), SPRINT

is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at SPRINT's request, where technically compatible, will reuse the Loop for the service requested by SPRINT (e.g., resale service).

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

9.2.2.14.4 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 SPRINT 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.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop, OCn Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

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 SPRINT.

9.2.3.6 Miscellaneous Charges, as defined in Section (E)3.6.1.15 of the Agreement may apply.

9.2.3.6.1 "Miscellaneous Charges" also means cost-based charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities SPRINT requests Qwest to perform, activities SPRINT authorizes, or charges that are a result of SPRINT's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates. Miscellaneous Charges are listed in Exhibit A.

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 For coordinated installations scheduled to commence Out of Hours, or rescheduled by SPRINT to commence Out of Hours, SPRINT 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, SPRINT 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, SPRINT can determine if the circuit can meet the technical parameters for the specific service SPRINT 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, SPRINT 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 SPRINT seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, SPRINT must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, SPRINT may authorize Qwest to perform such Loop conditioning on its LSR. If SPRINT does not pre-approve Loop conditioning, Qwest will assume that SPRINT has determined that Loop conditioning is not necessary to provide the xDSL service SPRINT seeks to offer. If SPRINT or Qwest determines that conditioning is necessary, and SPRINT authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. SPRINT will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and SPRINT has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send SPRINT a rejection notice indicating the need to obtain approval for conditioning. SPRINT 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 SPRINT 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 SPRINT with a firm Due Date commitment or indication that appropriate facilities are not available to fill SPRINT's order.

9.2.4.3.1.2.1 If SPRINT 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 SPRINT has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify SPRINT via a reject notification. SPRINT 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.

9.2.4.4 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 SPRINT places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to SPRINT with a Firm Order Confirmation within the time specified in Section (G)15 of the Agreement. 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 SPRINT 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 SPRINT request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the SPRINT 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 under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

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

9.2.4.8 The installation interval for xDSL Loops depends on the need to condition

the Loop.

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

9.2.4.8.2 When load coils and/or Bridged Taps do exist, SPRINT will request the minimum fifteen (15) business days Desired Due Date. SPRINT can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. SPRINT may pre-approve line conditioning on the LSR and, by doing so, SPRINT agrees to pay any applicable conditioning charges. If SPRINT 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 SPRINT approves the conditioning charges.

9.2.4.9 Out of Hours Coordinated Installations.

9.2.4.9.1 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.

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

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

9.2.4.9.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and SPRINT 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 SPRINT 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. SPRINT will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. SPRINT shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with SPRINT to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and SPRINT 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 SPRINT requests that Qwest perform trouble isolation with SPRINT, 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 SPRINT authorizes Qwest to repair the trouble on

SPRINT's behalf, Qwest will charge SPRINT the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When SPRINT elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at SPRINT'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 Section (G) 8 of the Agreement. Maintenance of Service charges are set forth in Part H of the Agreement.

9.2.5.4. Qwest will maintain detailed records of trouble reports of SPRINT-ordered Unbundled Loops, comparing SPRINT 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 SPRINT by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to SPRINT 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, DS1 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 SPRINT 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, SPRINT will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology SPRINT will deploy. SPRINT 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 SPRINT 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 SPRINT 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, SPRINT 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 SPRINT wishes to deploy new technology not yet designated with a PSD mask, Qwest and SPRINT agree to work cooperatively to determine Spectrum Compatibility. Qwest and SPRINT 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 SPRINT 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 SPRINT with binder group information including cable, pair, Carrier and PSD class to allow SPRINT to notify the causing Carrier.

9.2.6.6 If SPRINT 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 SPRINT within five (5) business days.

9.2.6.7 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to 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. SPRINT may submit any claims for resolution under the Dispute Resolution Section of the Agreement.

9.2.6.8 Where SPRINT 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 SPRINT 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 SPRINT 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 SPRINT taking services under this Amendment.

ATTACHMENT 2

LOOP MUX COMBINATION

9.23.8 Loop Mux Combination (LMC)

9.23.8.1 Description

9.23.8.1.1 The Loop Mux Combination (LMC) offering is a combination of an unbundled loop with a multiplexer and collocation located within the same Qwest Wire Center. An EEL loop may also be connected to the LMC multiplexer.

9.23.8.1.2 LMC provides SPRINT with the ability to access end users and aggregate DS1 or DS0 loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no transport between the multiplexer and collocation with the Loop Mux Combination. This is also known as a Multiplexed LMC. The Loop Mux facility must terminate in a collocation. The Multiplexed LMC's connection to collocation is provided by an ITP (Interconnection Tie Pair).

9.23.8.1.3 Qwest offers this UNE combination as a billing conversion or new provisioning.

9.23.8.2 Terms and Conditions

Loop Mux Combinations will be provisioned where existing facilities are available or pursuant to the provisions of Section E(16) of the Agreement.

9.23.8.3 Rate Elements

9.23.8.3.1 Interconnection Tie Pair (ITP) charges apply to each circuit connected to the collocation. See Unbundled Loop for recurring charges.

9.23.8.3.2 LMC Loop (also referred to as Loop with Mux in Exhibit A). The LMC Loop is the Loop connection between the end user customer premises and the Multiplexer in the serving Wire Center where SPRINT is collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges will apply

9.23.8.3.3 LMC Multiplexing (also referred to as Loop Mux in Exhibit A). LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and non-recurring charges will apply.

9.23.8.3.4 DS0 MUX Low Side Channelization. LMC DS0 Channel Cards are required for each DS0 LMC Loop connected to a 1/0 LMC Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling. See Channel Performance for Recurring Charges.

9.23.8.4 Ordering Process

9.23.8.4.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.8.4.1.1 Step 1: Complete product questionnaire with account team representative.

9.23.8.4.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.8.4.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE combination rates to the Qwest billing system.

9.23.8.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.

9.23.8.4.2 Prior to placing an order on behalf of each end user customer, SPRINT shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.8.4.3 Standard service intervals for UNE Combinations are either set forth in Exhibit B of this Amendment or in the Service Interval Guide (SIG) available on www.qwest.com/wholesale.

9.23.8.4.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, LMC, and all other UNE combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, LMC, and all other UNE combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.8.4.5 For UNE Combinations, SPRINT shall provide Qwest and Qwest shall provide SPRINT with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.8.5 Billing

9.23.8.5.1 Qwest shall provide SPRINT, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information.

9.23.8.6 Maintenance and Repair

9.23.8.6.1 Qwest will maintain facilities and equipment that comprise the service provided to SPRINT as a UNE Combination. SPRINT or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest.

ATTACHMENT 3

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Amendment, including but not limited to Section 5 in Exhibit C or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. SPRINT and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Amendment. However, Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and SPRINT will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing SPRINT's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise SPRINT of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise SPRINT of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to SPRINT an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise SPRINT as soon as reasonably possible

of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify SPRINT in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies SPRINT that the BFR qualifies under the Act, Qwest shall provide to SPRINT a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 SPRINT has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If SPRINT has agreed to minimum volume and term commitments under the preceding paragraph, SPRINT may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of the Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event SPRINT has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by SPRINT shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require SPRINT to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to SPRINT shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide SPRINT with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that SPRINT wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of the Agreement.

17.15 Qwest shall make available a topical list of the BFRs that it has received with SPRINT under this Amendment or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow SPRINT to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of SPRINT to provide sufficient details about the terms and conditions of any granted requests to allow SPRINT to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by SPRINT whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Amendment. SPRINT shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to SPRINT of the need therefor.

ATTACHMENT 4

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:
 - 1.3.1 CLEC may interconnect for the exchange of local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at the CLEC's option. When CLEC is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between CLEC's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, CLEC will order a direct trunk group to that Qwest local tandem or end office.
 - 1.3.1.1 Qwest will allow interconnection for the exchange of local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.
 - 1.3.1.2 When a CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the CLEC may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The CLEC will be required to submit an electronic letter on CLEC letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
 - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
 - 1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If the CLEC uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, Qwest, at CLEC's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC should apportion per minute of use (MOU) charges appropriately.

1.5 CLEC must have SS7 functionality to use SPOP in the LATA.

1.6 Qwest assumes CLEC will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, CLEC must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the CLEC must order LIS trunking to each Qwest access tandem that serves its end-user

customers' traffic to avoid call blocking. Alternatively, should the CLEC accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. The CLEC needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in 1.3.1. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

1.7 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

1.8 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when the CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

1.9 Ordering

1.9.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

1.9.2 Sprint will issue ASR's denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.

1.9.3 SPOP elements, such as EF; DTT; EICT ; and multiplexing will be billed in accordance with the interconnection agreement (see Exhibit A).

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Under this waiver any CLEC originated traffic destined for an end office subtending a Qwest tandem under this waiver will be billed separately, by Qwest to CLEC, via a manual bill.

Misrouted usage under this waiver will be billed, a penalty of \$.21 per MOU.

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement. Nothing in this provision affects or alters in any way CLEC's obligation to pay the rates, the manual handling fee, and the late payment charges specified above for misrouted traffic.