Line Sharing Amendment to the Interconnection Agreement between Qwest Corporation and Nebraska Technology and Telecommunications, Inc. for the State of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Nebraska Technology and Telecommunications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Nebraska Public Service Commission ("Commission") on February 18, 1998; as referenced in Order #C-1752; 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, conditions and rates for Line Sharing as set forth in Attachment 1 and Exhibits A and B to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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, 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.

Amendment; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Change of Law

- The provisions in this Amendment are intended to be in compliance with and based on Α. the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, staved or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendancy of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendancy of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.
- B. In addition to, but not in limitation of, Section A. above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

Nebraska Technology and Telecommunications, Inc.	Qwest Corporation
Signature	Signature
Name Printed/Typed	L. T. Christensen Name Printed/Typed
Title	<u>Director – Business Policy</u> Title
Date	 Date

ATTACHMENT 1

9.4 Line Sharing

9.4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing End User's analog voice-grade (POTS) service on a single copper Loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element (HUNE). A POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User by Qwest. This section does not prohibit Line Splitting.

9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to the terms and conditions for Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology, Qwest will allow CLECs to line share in that same manner, provided, however, that the terms and conditions for Line Sharing may need to be amended in order to provide such access.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, CLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User as provided for in this Section, and the End User must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the End User with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Reserved for Future Use.

- 9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing Deployment under applicable FCC rules.
- 9.4.2.1.4 CLEC may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the End User disconnects the original Telecommunications Carrier's high-frequency service.

- 9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess Bridged Taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess Bridged Taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the End User's analog voice-grade POTS service. Based on the preorder make-up of a given copper Loop, CLEC can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.
- 9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS Splitters installed in Qwest Wire Centers. POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section of the Agreement; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.
- 9.4.2.1.7 Reserved for Future Use.

9.4.2.2 CLEC Collocation Area Splitter

- 9.4.2.2.1 If CLEC elects to have POTS Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section of the Agreement, CLEC will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.
- 9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to Exhibit A of this Amendment.
- 9.4.2.2.3 Two (2) ITPs and two (2) TIE Cables will be needed to connect POTS Splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second TIE Cable and a second ITP.
- 9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

- 9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMICTM/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMICTM/MDF Switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.
- 9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to CLEC's use. and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a TIE Cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with the terms and conditions for Collocation. To minimize CLECs cost, to the extent feasible, Qwest shall consolidate CLECs requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.
- 9.4.2.2.5 The Demarcation Points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLECs Collocation

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible: (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS Splitters, but CLEC will lease the POTS Splitters to

Qwest at no cost. Qwest may co-mingle the POTS Splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

- 9.4.2.3.2 Two (2) ITPs and four (4) TIE Cables will be needed to connect the POTS Splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMICTM/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter. The voice and data traffic will be separated at the POTS Splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMICTM/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to the terms and conditions for Direct Connection.
- 9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS Splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.
- 9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the POTS Splitter on its way to CLEC's collocated equipment.

9.4.3 Line Sharing Deployment

- 9.4.3.1 New applications for installation of POTS Splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Collocation.
- 9.4.3.2 CLEC may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.
- 9.4.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:
 - 9.4.3.3.1 Intentionally Left Blank.
 - 9.4.3.3.2 Intentionally Left Blank.
 - 9.4.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.
 - 9.4.3.3.4 Intentionally Left Blank.
 - 9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, POTS Splitters or cabling, Qwest will install the subject equipment when it becomes

available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

9.4.4 Rate Elements

- 9.4.4.1 Recurring Rates for Shared Loop
 - 9.4.4.1.1 Shared Loop Charge A monthly recurring charge for the use of the Shared Loop will apply.
 - 9.4.4.1.2 OSS Charge A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.
- 9.4.4.2 Nonrecurring Rates for the Shared Loop
 - 9.4.4.2.1 Basic Installation Charge for Shared Loop A nonrecurring charge for each Shared Loop installed will apply.
 - 9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess Bridged Taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the End User, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.
- 9.4.4.3 Nonrecurring Rates for Tie Cable Reclassification
 - 9.4.4.3.1 Reclassification Charge A nonrecurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame re-stenciling, and any other work performed between CLEC's Collocation and the intermediate distribution frame required to provision Line Sharing.
- 9.4.4.4 Nonrecurring Rates for Maintenance and Repair
 - 9.4.4.4.1 Trouble Isolation Charge A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions Maintenance and Repair Section.
 - 9.4.4.4.2 Additional Testing CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.4.4.5 Rates for Common Area Splitter Collocation

- 9.4.4.5.1 Splitter Shelf Charge This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the IDF, or on the MDF/COSMIC $^{\text{TM}}$. These are both recurring and nonrecurring charges.
- 9.4.4.5.2 POTS Splitter Charge A nonrecurring charge will apply for the cost of each POTS Splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS Splitter, plus any associated costs incurred by Qwest to order the POTS Splitter.
- 9.4.4.5.3 Engineering A nonrecurring charge will apply for the planning and engineering associated with placing POTS Splitters in the Central Office, either in a bay, on the IDF, or on the MDF/COSMIC™.
- 9.4.4.6 POTS Splitter TIE Cable Connections Charge A nonrecurring charge will apply for the cost of each TIE Cable connected to the POTS Splitters. This charge will cover both the TIE cables and associated blocks per one hundred (100) pair between the POTS Splitter and the intermediate distribution frame or Splitter bay.
- 9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop

- 9.4.5.1.1 As a part of the pre-order process, CLEC can access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing. CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.
- 9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS Splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to POTS Splitters. Qwest will administer all cross-connects/jumpers on the COSMICTM/MDF and ICDF.

- 9.4.5.1.3 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's collocated equipment in the same Wire Center.
- 9.4.5.1.4 Qwest will provision the Shared Loop within the standard unbundled Loop Provisioning interval as defined in Exhibit B.
- 9.4.5.1.5 CLEC shall not place initial orders for Shared Loops until all infrastructure work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a Wire Center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.
- 9.4.5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customer in accordance with the terms and conditions for Proof of Authorization.

9.4.5.2 Common Area Splitter Collocation

- 9.4.5.2.1 This Section only applies to situations where CLEC orders placement of the Splitter in a common area.
- 9.4.5.2.2 New POTS Splitter shelves may be ordered via a single Collocation application form and quote preparation fee. Standard intervals as contained in Exhibit B will apply.
- 9.4.5.2.3 New POTS Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. Standard Cageless and/or Common Collocation intervals as contained in Exhibit B will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent CLEC has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

- 9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.
- 9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at End User premises and the point of demarcation in Qwest Wire Centers. Qwest will also be

responsible for inside wiring at End User premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its End Users. CLEC will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

- 9.4.6.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.qwest.com/wholesale/. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 9.4.6.3.1 If an End User complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the End User to solve the problem to the satisfaction of the End User. Qwest will not disconnect the data service provided to an End User over a Shared Loop without the written permission of CLEC unless the End User's voice service is so degraded that the End User cannot originate or receive voice grade calls and/or the End User authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.
 - 9.4.6.3.2 Qwest and CLEC are responsible for their respective End User base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective End Users.
 - 9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.
 - 9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. CLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge.
- 9.4.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

- 9.4.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.
- 9.4.6.6 Qwest and CLEC will work together to address End User initiated repair requests and to prevent adverse impacts to the End User.