

**AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
QWEST CORPORATION
AND
AT&T COMMUNICATIONS OF THE MIDWEST, INC.
IN THE STATE OF NEBRASKA**

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EXHIBIT L Advice Adoption Letter

EXHIBIT M Interim Advice Adoption Letter

SECTION 1.0 - GENERAL TERMS/NEGOTIATED AGREEMENT

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1.2 This Agreement is effective upon the approval of the Commission, and is between AT&T Communications of the Midwest, Inc., ("Competitive Local Exchange Carrier" or "CLEC") an Iowa corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including Qwest's purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Nebraska (the "State") for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

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1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, Qwest will notify CLEC of the availability of these new services through the CMP. CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide

by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because the SGAT approved by the Commission is Qwest's standard contract offer CLECs with a current Interconnection Agreement and CLECs desiring to enter into a new Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement or following the procedure for adopting the SGAT in its entirety.

1.8.1 When opting into a provision contained in an existing Interconnection Agreement or the SGAT, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the Interconnection Agreement or SGAT. The expiration date of the Interconnection Agreement from which the opted into provision was selected or the term specified in the SGAT, respectively, whichever is closer to the adoption date, shall be considered Legitimately Related. In all other instances Qwest bears the burden of establishing that an Interconnection Agreement or SGAT provision is Legitimately Related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.2.1 Nothing in this Agreement shall preclude CLEC from opting into an entire agreement or specific provisions of an agreement, solely because such

provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorney's fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

1.8.5 The Parties agree that Section 1.8 of this Agreement is intended to facilitate the implementation of, and not modify in any way, a Party's rights and obligations under Section 252(i) of the Act and the regulations promulgated thereunder. The Parties agree

to comply with Section 252(i) of the Act and rules promulgated thereunder when CLEC opts into provisions of an Interconnection agreement.

1.9 If at any time while this Agreement is in effect, Qwest provides, pursuant to the terms of any effective Tariff, services, Interconnection or Network Elements at rates, terms, or conditions different from those available under this Agreement, then CLEC may, at its discretion, substitute the Tariff's rates, terms and conditions in whole or in part, in place of the relevant rates, terms and conditions in this Agreement. CLEC may exercise this option by following the process set forth in Section 1.8 of this Agreement. CLEC's election of Tariff terms shall be handled pursuant to the same rules governing adoption of Interconnection Agreement terms pursuant to Section 252(i) of the Act.

1.9.1 Separate from such adoption, CLEC may choose to place orders from a Qwest Tariff. If CLEC does so, but does not choose to incorporate such Tariff terms into this Agreement, such orders shall be governed by the Tariff terms and conditions. When ordering from a Qwest Tariff, if the ordering process used by CLEC and the information contained in the order are both the same as for orders placed under this Agreement, Qwest may not be able to recognize that the order is made under a Qwest Tariff. If Qwest is not able to recognize that distinction, CLEC and Qwest will mutually agree to a process by which CLEC orders placed under a Qwest Tariff can be distinguished by Qwest as being placed under a Qwest Tariff rather than under this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of August 15, 2003 (the Existing Rules). Nothing in this Agreement 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 Agreement 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, stayed or materially changed or modified, then this Agreement 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 this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. 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 pendency 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 Agreement, 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 pendency 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 Agreement, 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.

2.2.1 In addition to, but not in limitation of, 2.2. above, nothing in this Agreement 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 Agreement 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.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

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Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out another New Customer Questionnaire; however, CLEC will update its existing New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

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Section 4.0 - DEFINITIONS

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and Qwest for Local Interconnection Service.

"Access Services" refers to the interstate and intrastate Switched Access Service and private line transport services offered for the origination and/or termination of interexchange traffic.

"Access Tandem Switch" is a Switch used to connect End Office Switches to Interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and Switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Advanced Services" refers to high speed, switched, broadband, Wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on Loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides Qwest an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA

document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

“Automatic Location Identification” or “ALI” is the automatic display at the Public Safety Answering Point (PSAP) of the caller’s telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

“Automatic Location Identification/Database Management System” or “ALI/DBMS” is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

“Automatic Location Identification Gateway” or “ALI Gateway” is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

“Automatic Number Identification” or “ANI” is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

“Automatic Route Selection” or “ARS” is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

“Basic Exchange Telecommunications Service” means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched Telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched Telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

“Bill Date” means the date on which a Billing period ends, as identified on the bill.

“Billing” involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“Binder Groups” means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

“Bona Fide Request” or “BFR” shall have the meaning set forth in Section 17.

“Bridged Tap” means the unused sections of a twisted pair subtending the Loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer's Basic Exchange Telecommunications Service line.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" - CLEC end office Switch (es) shall be considered Tandem Office Switch (es) for the purpose of determining reciprocal compensation rates to the extent such Switch (es) serves a comparable geographic area as Qwest's Tandem Office Switch. If the Parties have not already agreed that CLEC's Switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for Exchange Access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge

Number frequently is not the Calling Party Number (CPN).

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the State regulatory agency with lawful jurisdiction over Telecommunications Services.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area (LATA). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to Switch its local Exchange Service or the Party from which an End User Customer is planning to

Port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the Premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data" means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" is a Qwest provided digital transmission path between locations designated by CLEC to which CLEC is granted exclusive use. Such locations may include, but not be limited to, Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches. The path may operate at DS1 or higher transmission speeds. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, Premises owner or landlord ownership or control of facilities begin.

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another

Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's Premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit Switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048

Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency (ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, State and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" (IntraLATA Toll)" as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of this Agreement shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Message Record" or "EMR" is the standard used for exchange of Telecommunications message information between Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for Exchange Message Records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same Local Calling Area as determined for Qwest by the Commission.

"Extension Technology" is the physical placement of range extension devices, Central Office powering or regenerator(s) either at the Central Office or in the outside plant facilities, within the Qwest network. Extension Technology is broken down into two components; i) Loop extension cards and ii) either Central Office or mid-span repeaters.

"FCC" means the Federal Communications Commission.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access Service traffic.

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Interconnection Entrance Facility" is the transport between a Party's POI and the other Party's Wire Center serving that POI.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access

Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area where the NPA/NXX of the calling and called parties are not within the same Local Calling Area or extended Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (*i.e.*, without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual Interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other Interconnection, services or elements in the approved Interconnection Agreement. These rates terms and conditions are those that, when taken together, are the necessary rates, terms and conditions for establishing the business relationship between the Parties as to that particular Interconnection, service or element. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX Code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined for Qwest by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of

Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

- aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

- disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

- aggregates a specified number of signals or channels to fewer channels (concentrating);

- performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

- in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest Switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service Charge" is a charge that relates to trouble isolation. Maintenance of Service Charges are set forth in Exhibit A. Basic Maintenance of Service Charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of

Service Charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service Charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs. See Section 7.5.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC'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.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the

technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

“Near Real Time” means that Qwest’s OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest’s and CLEC’s OSS application, the processing time for Qwest’s representatives should be the same as the processing time for CLEC’s representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for “near-real-time” transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

“Network Element” is a facility or equipment used in the provision of Telecommunications service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

“Network Installation and Maintenance Committee” or “NIMC” is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

“Network Interface Device” or “NID” is a Network Element that includes any means of Interconnection of Customer Premises wiring to Qwest’s Distribution plant, such as a cross connect device used for that purpose.

“New Service Provider” means the Party to which an End User Customer Switches its local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).

“911 Service” shall have the meaning set forth in Section 10.3.1.

“911/E911 Interconnection Trunk Groups” shall have the meaning set forth in Section 10.3.7.

“North American Numbering Council” or “NANC” means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

“North American Numbering Plan” or “NANP” means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX Code and 4-digit line number.

“Number Portability Administration Center” or “NPAC” means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan Area.

“Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. It is a unique

three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E, and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the Telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service, i.e., originating screening and routing translation.

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the EAS/local minutes to the sum of EAS/local and all other minutes sent between the Parties over Local Interconnection Trunks.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Physical Collocation" shall have the meaning set forth in Section 8.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including an ILEC and CLEC). The POI is that point where the traffic to be exchanged exits one Party's network facilities and enters the other Party's network facilities. CLEC has compromised on its view of the location of the POI and finds this acceptable as long as the compensation between the Parties is consistent with the requirements of the Act.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.qwest.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" ("POA") shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports.

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in

place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

“Public Safety Answering Point” or “PSAP” is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

“Public switched Network” includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

“Rate Center” identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX Codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

“Ready for Service” or “RFS” – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

“Records Issue Date” or “RID” means the date that all design and assignment information is sent to the necessary service implementation groups.

“Remote Premises” means all Qwest Premises other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

“Remote Terminal” or “RT” means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest’s Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital Loop carriers, fiber hubs, DSLAMs, etc.

“Reseller” is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

“Reserved Numbers” means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer’s future use.

“Scheduled Issued Date” or “SID” means the date the order is entered into Qwest’s order distribution system.

“Selective Router” means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a State specific number.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer Premises.

"Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectrum Compatibility is

defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a Switching device employed by a Carrier within the Public switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and Switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Service Traffic", as specifically defined in Qwest's interstate Switched Access Service Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and State Tariffs, price lists, and price schedules.

"Technically Feasible." Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of Technical Feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that

such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, e.g., pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Transit Traffic" is defined as any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another Switching entity.

"Unbundled Network Element" is a Network Element that has been defined by the FCC or the

Commission as a Network Element to which Qwest is obligated to provide unbundled access, or for which unbundled access is provided under this Agreement.

"Unbundled Network Element Platform" or "UNE-P" - is a combination of Unbundled Network Elements as set forth in Section 9.23.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network, as required by the FCC, the Commission or this Agreement.

"UNE-P-PAL" Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are Technically Feasible for PAL are available with UNE-P-PAL. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that Switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party, in a manner consistent with industry practices, may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall be deemed effective upon Commission approval, pursuant to Section 252 of the Act (the Effective Date); however, the Parties agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. The Agreement will terminate on the date a successor Agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and State law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an

allegation by an End User Customer of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment and Deposit

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice, or within twenty (20) Days after receipt of the invoice, whichever is later (payment Due Date). If the payment Due Date is not a business day, the payment shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant service, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the payment Due Date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this Section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 For Billing disputes refer to Section 21 of this Agreement.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory

credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is repeatedly delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.8 For late payment charges see Section 21.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the

application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, Personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC Personal property situated on or within the Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a POTS Splitter: "End User Customer" means the DSL provider's End User Customer for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate

legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and State rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and State law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC

may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL

PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that a CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of the completion of such a transfer or until such later time as the Commission may direct pursuant to the Commission's then-applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other State statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to the transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this Section is intended to restrict CLEC's rights to opt into Interconnection Agreements under §252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Non-disclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall, from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, State or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Without in any way limiting either Party's obligations under Section 5.16.3, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement to the Commission, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive, remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before,

during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting

Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision.

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the State law of Nebraska. It shall be interpreted solely in accordance with applicable Federal law and State law.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered Personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202
Email sdea@qwest.com
Phone 303-965-3029
Fax 303-965-3527

With copy to:

Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

and to CLEC at the addresses shown below:

AT&T Corp.
Mike Hydock
1875 Lawrence St.
15th Floor
Denver, CO 80202
Email: mhydock@att.com
Phone: 303/298-6447
Fax: 303/298-6557

With copy to:

AT&T Corp Law Department
Mitchell Menezes
Corporate Counsel
1875 Lawrence St.
15th Floor
Denver, CO 80202
Email: mmenezes@att.com
Phone: 303/298-6493
Fax: 303/298-6488

If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this Section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, State, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such non-compliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments; Waivers

5.30.1 Except as otherwise provided in this Agreement, the provisions of this Agreement may not be amended, modified or supplemented unless executed in writing and signed by an authorized representative of both Parties. Waivers or consents to departures from the provisions of this Agreement may not be given unless the same is in writing and signed by an authorized representative of the Party against whom such waiver or consent is claimed. No waiver by either Party of any default, misrepresentation or breach of any provision of this Agreement, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of any provision of this Agreement or affect in any way any rights arising by virtue of any prior or subsequent occurrence. In addition, no course of dealing or performance or failure of a Party to strictly enforce any provision of this Agreement shall be construed as an amendment, modification, supplement to, or waiver of any such provision. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

5.30.2 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement 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 Agreement.

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. In the event that Qwest ceases to file Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings with the Commission, Qwest shall continue to make such information for those Telecommunications Services offerings that are available to CLECs for resale by updating its resale PCATs on the Qwest Wholesale website for CLECs or by other such published information.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customer to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) Days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) Day or less promotion period following the initial ninety (90) Day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) Days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User Customer eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 Service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 Service would be provided on the same line if provided by Qwest to a Qwest retail End User Customer.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced Services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own End Users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing End User Customers of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office Switching system. A common block defines the dialing plan for intercom calling, access to the Public switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office Switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities

(inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office Switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End-Users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End Users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;
- c) Intentionally Left Blank.

- d) Intentionally Left Blank.
- e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and
- f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;
- c) Reserved for Future Use.
- d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and
- e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customers' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Services. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Official Publisher Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Services or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and/or operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Services, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When End User Customers Switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis as contained in Sections 5.4.2 and 5.4.3. and consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access Service, the appropriate access charges pursuant to its then effective Switched Access Service Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Exchange and Network Services Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End User Customers. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and State rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End User Customers' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer, and Qwest will not accept changes to CLEC's End User Customers' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End User Customers.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale

discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific non-recurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End User Customers. Such non-recurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End Users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End Users contacting Qwest in error will be instructed to contact CLEC; and Qwest's End Users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End Users who call the other Party seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Services, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Services, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's new local service provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of End User Customer moving to a new local service provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If a CLEC that currently provides resold service to an End User Customer, or if End User Customer's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for

service through the date End User Customer receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due Date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at CLEC's End User Customer's Premises, other than by connection or disconnection to any interface between Qwest and the End User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of mutual transfer of Exchange Service (EAS/Local) traffic, Exchange Access (IntraLATA Toll) traffic and the exchange of Transit Traffic and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. If both Parties do not intend to originate and terminate Exchange Service (EAS/Local) traffic to and from the other, then Section 7 of this agreement does not apply. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the line-side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Interconnection at the foregoing points is provided for in Sections 7 and 9 of this Agreement. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, and Exchange Access traffic at points (ii) and (iii) described above. Interconnection, Qwest's product for which is currently named "Local Interconnection Service" ("LIS"), is provided for the purpose of connecting the Trunk Sides of the Parties' Switches for the exchange of Exchange Service (EAS/Local traffic); or for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. New or continued Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own, any Affiliate's or any other Carrier's End User Customers.

7.1.1.1 Notwithstanding specific language that may be in other sections of this Agreement, Qwest shall provide to CLEC Interconnection at least equal in quality to that provided by Qwest to itself, to any subsidiary, Affiliate, or any other Party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.1.2 If CLEC elects to use one-way trunks to exchange Exchange Service and Exchange Access traffic, then Qwest shall interconnect to the CLEC network (i.e., establish a POI) for the delivery of Exchange Service and Exchange Access traffic originating on the Qwest network.

7.1.1.3 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering of its network on its respective side of each POI.

7.1.1.4 Each Party shall compensate the terminating Party under terms of Section 7.3 for any transport that the terminating Party provides within the LATA to carry Exchange Service, Exchange Access, and Transit Traffic between the POI and a distant Switch. In the event that CLEC elects to offer service within a LATA using a Switch located in another LATA, CLEC agrees to provide the transport for both Party's traffic between the remote CLEC Switch and a point (i.e., a facility Point of Presence) within the LATA in which CLEC offers service.

7.1.1.5 In order to fulfill its obligations to provide Interconnection, Qwest may self-provision its network requirements, or it may purchase services from a third party, such as special access, site license arrangements, signaling, or other components required to bring its originating traffic to the POI.

7.1.2 Methods of Interconnection

Qwest shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means at locations where CLEC interconnects with Qwest. The Parties shall establish at least one Point of Interconnection in Qwest territory in each LATA where CLEC has local Customers. The Parties may use one or more of several methods to transport Interconnection traffic from their respective originating Switch to the POI. Those methods include, but are not limited to, construction of owned transport, use of existing owned transport, and use of transport leased from a third party. The CLEC has the right to choose the POI if the CLEC chooses two-way trunking. In addition, a Party may choose the POI for its originating traffic when one-way trunking is used. Qwest's ability to choose the POI for its one-way trunking shall not be construed to expand CLEC's obligation to interconnect beyond the requirements set forth in Section 251(a) of the Act. Methods of Interconnection include the following:

7.1.2.1 Interconnection Entrance Facility. An Interconnection Entrance Facility is the transport between a Party's POI and the other Party's Wire Center serving that POI. Interconnection may be accomplished through the provision of a DS1 or DS3 Interconnection Entrance Facility. When Qwest provides an Interconnection Entrance Facility, it extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Interconnection Entrance Facilities may not extend beyond the area served by the Serving Wire Center. The rates for Interconnection Entrance Facilities are provided in Exhibit A.

7.1.2.2 Private Line

7.1.2.2.1 Qwest's Private Line Transport Service (provided pursuant to Qwest Tariff) is available as a method of transporting CLECs Interconnection traffic when CLEC uses such Private Line Transport service for multiple services. When CLEC uses Private Line in this manner, no additional charge will be due to Qwest for this span.

7.1.2.2.2 CLEC's Private Line Transport Service (provided pursuant to CLEC Tariff) is available as a method of transporting Qwest's Interconnection traffic. When Qwest uses Private Line in this manner, no additional charge will be due to CLEC for this span.

7.1.2.3 UNE transport is available pursuant to Section 9 of this Agreement. UNE transport is not available to Qwest.

7.1.2.4 Collocation. Interconnection may be accomplished by CLEC through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available to CLEC are described in Section 8 of this Agreement. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC may, at its sole option, provide one-way or two-way direct trunk facilities from that end office to CLEC's Wire Center. In each such case, the POI is at CLEC's Collocation.

7.1.2.5 Mid-Span Meet. A Mid-Span Meet is an Interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its Wire Center designated by CLEC and the appropriate fiber optic cable strands between its Wire Center and the fiber-meet location designated by CLEC. The POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The Fiber Meet point shall be designated as the POI for both Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may use remaining capacity in an existing Mid-Span Meet to gain access to unbundled network facilities; provided that there is no other feasible method and that CLEC shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable, on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access. These Mid Span Meet arrangements will consist of facilities used for the Provisioning of one or two way local/IntraLATA trunks, exchange Access Services provided to third party LECs and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.5.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Fiber Meet location and equally share the investment of the fiber between the Parties. CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible. Qwest shall bear the burden of demonstrating that any Mid Span fiber Meet is not Technically Feasible or is materially oversized.

7.1.2.5.2 In a Mid-Span Fiber Meet, the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. CLEC is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC.

7.1.2.5.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet. The Fiber Meet arrangement shall utilize SONET protocol and the Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on capacity necessary for transport of forecasted Local Interconnection trunking using mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber-meet location. The reasonably incurred construction and maintenance costs for a Mid-Span Fiber Meet established

pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within measured objective Interconnection service intervals. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but generally not later than one hundred twenty (120) business days from the date of the request. After Provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity.

Once orders are submitted by the Party receiving the spare capacity, the standard Provisioning intervals and prices will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available.

7.1.2.5.4 Each Party is responsible for transporting its originating traffic from its cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any terminating End Office Switch that is not within the same Serving Wire Center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the Interconnection methods set forth in this Section 7, as applicable, for any such additional transport.

7.1.2.5.5 In establishing a Mid-Span Fiber Meet arrangement and associated Interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (e.g., OC-n) based on the most recent traffic forecasts for Interconnection trunking, equipment selection, ordering, Provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated Interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 5.18 of this Agreement shall apply. If a Commission fails to grant a stay, Qwest accepts responsibility for failing to provision by the time specified by CLEC. The activation date for a Mid-Span Fiber Meet arrangement

or an augment to such arrangement, shall be established as follows: the Mid-Span Fiber Meet facilities shall generally be activated within 120 business days from the initial implementation meeting. Initial implementation meetings shall generally be held within 10 business days from CLEC's request to augment an existing Mid-Span Meet or within 25 business days from CLEC's request for a new Mid-Span Meet request. The Provisioning for the DS3 facilities shall be provisioned per the Standard Interval Guide after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this Section are contingent upon CLEC's completing its milestones agreed to at the initial implementation meeting on time. If CLEC obtains Dark Fiber from a third party for its portion of the fiber optic cable, CLEC shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay Qwest's efforts to complete the Interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber-meet location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

7.1.2.5.6 Upon a reasonable written request by either Party, the Parties shall augment the Mid-Span Fiber Meet as soon as reasonably practicable. Augmentation shall be allowed only for increased Interconnection of EAS/Local, IntraLATA toll, Transit or Jointly Provided Switched Access traffic. The cost and usage of the additional capacity will be allocated in accordance with Section 7.1.2.5.3. An augment request shall not be considered reasonable if the other Party has sufficient spare capacity that it would provide to the requesting Party in accordance with Section 7.1.2.5.3.

7.1.2.5.7 The Fiber Meet point must be within Qwest's incumbent Local Exchange Carrier territory and approximately halfway between the CLEC POI/Switch and a Qwest Wire Center in the LATA. Determination of a midway point will be determined by the CLEC on the basis of each Party sharing equally in the cost.

7.1.2.6 Intra-building Interconnection – where both Parties have a separate presence within a Central Office building, as a result of divestiture, in the form of a condominium arrangement or a shared network facilities arrangement that did not arise out of a Collocation arrangement. The following terms and conditions will apply to Intra-building Interconnection:

7.1.2.6.1 CLEC may choose to purchase an Interconnection Entrance Facility from Qwest as defined in Section 7.1.2.1.

7.1.2.6.2 CLEC may elect to provision its own connection using a vendor for such installation.

7.1.2.6.2.1 In this scenario, CLEC may use any form of Collocation for its POI, including ICDF Collocation as defined in Section 8, however,

Qwest shall not require that CLEC order or pay for a Collocation Entrance Facility. To gain access to its Collocation, CLEC will utilize intra-building Collocation facility. The intra-building Collocation facility is intended to recover the costs associated with connecting the facility between the CLEC's equipment and the terminating location in the Qwest Wire Center, as described in Section 7.1.2.6.2.1.1.

7.1.2.6.2.1.1 To order an intra-building Collocation facility, CLEC may utilize the shortest practical route between its equipment and the terminating location in the Qwest Wire Center. This may include any existing available cable routes, including through the cable vault, or a new negotiated route. CLEC will be responsible for the reasonably incurred installation and maintenance costs for such cable. On all cable routes, such as an existing route through a cable vault, the CLEC will bear the costs associated with racking, riser, and any other reasonably necessary associated costs. When a new route is used, engineering and construction costs may be applicable. Qwest shall use the quote process used with Collocation to communicate such anticipated costs to CLEC in advance of CLEC placing an order.

7.1.2.6.2.2 CLEC will have sole use of the cable that terminates at a Collocation.

7.1.2.6.2.3 If CLEC arranges through itself or a vendor to provision the facility used in this intra-building Interconnection, there shall be no Interconnection or Collocation Entrance Facility charge and the costs for the facility shall only be for the use of any racking and riser used for the facility and frame termination charges, if applicable.

7.1.2.6.3 CLEC may use Mid Span Meet POI for intra-building Interconnection. In this case, CLEC and Qwest shall negotiate a Mid Span Meet POI in a common area. All terms and conditions as stated in 7.1.2.5 shall apply as appropriate.

7.1.2.7 Third party transport may be used by either Party as a method of Interconnection.

7.1.2.8 CLEC may request any other Technically Feasible method of Interconnection via the Bona Fide Request (BFR) Process. If however, a particular arrangement has been previously provided to a third party or is offered by Qwest as a product, Qwest shall provide the arrangement to CLEC at the same terms, conditions, and prices.

7.1.2.9 Qwest agrees to provide Local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.1.3 Intentionally Left Blank

7.1.4 Allocation of Facility Costs For Two-Way Trunks

7.1.4.1 If CLEC elects to establish two-way trunks, for reciprocal exchange of

Exchange Service (EAS/Local) traffic, Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access, the cost of the two-way facilities shall be shared among the Parties by reducing the two-way rate element charges as described in section 7.3.

7.2 Mutual Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers, provided that Qwest does not have any Switches subtending the tandem of a third party.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 Exchange Service or Extended Area Service (EAS)/Local Traffic as defined in this Agreement.

7.2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as defined in Section 7.5.1 is associated with Meet Point Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network ("Transit Traffic"). For purposes of the Agreement, Transit Traffic does not include Jointly Provided Switched Access traffic. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, it and its subtending Switches will be so listed in the Local Exchange Routing Guide (LERG) and CLEC may also provide transit service to Qwest. Either Party can pass Transit Traffic to or from Carriers that directly subtend such Party's tandem as reflected in the LERG.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Each Party shall provide Transport and Termination to the other Party for Exchange Service (EAS/Local) traffic delivered to the terminating Party that is destined for its Customers.

7.2.2.1.2 Transport is the transmission of terminating Exchange Service from the POI between the two Carriers to the terminating Carrier's End Office Switch that directly serves the called Party.

7.2.2.1.2.1 Where tandem switching is provided by the terminating Party, Transport includes both the tandem switching and common transport functions.

7.2.2.1.2.2 Where the terminating Party transports traffic directly between the POI and the terminating Switch, transport includes only Dedicated Transport. If a two-way Interconnection trunk group is supported by Dedicated Transport, the Parties agree to share the Transport cost associated with such span, pursuant to Section 7.3.

7.2.2.1.3 Termination is the switching of terminating Exchange Service at the terminating Carrier's End Office Switch.

7.2.2.1.4 Description of rates and charges applicable to Transport and Termination are set forth in Section 7.3.

7.2.2.1.5 When either Party utilizes the other Party's tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's tandem Switch for delivery to one of the other Party's End Office Switches, the tandem provider is entitled to provide alternate Interconnection proposals for the other Party's consideration. Such proposals may include the request to establish a direct end office trunk group to the Party's End Office Switch.

7.2.2.1.6 Direct Trunked Transport is provisioned by Qwest between the Serving Wire Center of the POI and the tandem or direct end office, if ordered by CLEC. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.7 Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (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 bring the matter before the Commission for resolution on an individual case basis. Nothing in this Section alters CLEC's right to interconnect at any Technically Feasible point in Qwest's network.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Each Party shall complete Exchange Access (IntraLATA Toll) Traffic that is delivered to the terminating Party destined to its Customers.

7.2.2.2.2 Either Party will designate that Exchange Access (IntraLATA Toll) traffic be: (1) combined with Exchange Service traffic to either Party's appropriate access tandem or end office; (2) or routed to either Party's appropriate access tandem via a separate Exchange Access trunk group when Exchange Service traffic is not also routed to the same Switch, or (3) routed, via

separate direct end office Exchange Access trunk groups to the applicable Party's end office(s), where Technically Feasible.

7.2.2.2.3 The rates and charges applicable to the completion of Exchange Access (IntraLATA Toll) Traffic are set forth in each Party's state access Tariff.

7.2.2.2.4 If either Party elects to combine Exchange Access (IntraLATA Toll) Traffic, Transit Traffic and Exchange Service traffic on the same Interconnection trunk group, then the Parties shall either use terminating call records to determine the proportion of Exchange Access (IntraLATA Toll) Traffic versus Exchange Service (EAS/local) traffic or report factors (See Section 7.2.2.9.3.3) to determine the appropriate charges for the proper Billing of such traffic.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another wireline LEC or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also deliver traffic from these other Telecommunications Carriers to CLEC. Jointly Provided Switched Access is not Transit Traffic.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, the transit rate will apply. Similarly, when CLEC receives an unqueried call from Qwest to a number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access.

7.2.2.4.1 The Parties will use industry standards developed to handle the Provisioning and Billing of jointly provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the Billing name, Billing address and Carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section. Qwest will deliver to CLEC all Jointly Provided Switched Access traffic that it receives from IXCs destined to CLEC End User Customers. Unless otherwise agreed to by the Parties, such traffic must be delivered by Qwest over the Jointly Provided Switched Access trunk groups groomed for a specific CLEC end office

(i.e., those publicly-dialable NPA NXX Codes served by that end office).

7.2.2.4.2 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from Calling Party Number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other Carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or Billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

7.2.2.5 Standards

7.2.2.5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where Technically Feasible.

7.2.2.5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit Parity.

7.2.2.5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

7.2.2.5.4 Interconnection may be accomplished through the Provisioning of a DS1 or DS3 Interconnection Entrance Facility. CLECs may request Interconnection at the OCn facility level via a BFR. Nothing in this Section precludes mid-span Meet Points at the optical carrier level without a BFR.

7.2.2.6 Signaling Options.

7.2.2.6.1 The Parties will use SS7 signaling wherever it exists. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 The measurement of terminating Exchange Service traffic begins when the terminating entry Switch receives answer supervision from the far-end destination Switch for the called party number indicating the call has been answered. The measurement of terminating call usage over Interconnection trunks ends when the terminating entry Switch receives disconnect supervision from, either the far end destination Switch indicating the called number has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 Interconnection Trunk Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of trunking for Exchange Service, Exchange Access (IntraLATA Toll), Transit Traffic and Jointly Provided Switched Access traffic.

7.2.2.8.2 The Parties agree to provide non-binding trunk forecast information to each other twice a year. The semi-annual forecasts shall include:

7.2.2.8.2.1 Yearly forecasted quantities of trunks to the other network for three (current and plus 1 and plus 2) years where possible;

7.2.2.8.2.2 The use of Common Language Location Identifier, described in Telcordia documents 795-100-100 and 795-400-100 and;

7.2.2.8.2.3 A description of major network projects anticipated for the following year. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.2.2.8.3 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.4 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install.

7.2.2.8.5 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks required is less than fifty percent (50%) of forecast, Qwest will make capacity available in accordance with the lower forecast developed by Qwest. If Qwest makes capacity available in accordance with such lower forecast, Section 7.2.2.8.5.1 shall not be applicable.

7.2.2.8.5.1 If Qwest constructs non-reusable facilities in response to a CLEC forecast (anticipating greater demand than the lower forecast referenced in Section 7.2.2.8.5), and subsequent related orders are not issued by the CLEC within 6 months of the completed construction Qwest may seek, through the Dispute Resolution process, non-punitive liquidated damages that do not exceed Qwest's actual construction costs. Non-reusable facilities are facilities that have no foreseeable use for any other product or service for the next three years. If the specific higher demand called for in CLEC's forecast is also found in the forecasts of

other CLECs or Qwest, then if Qwest seeks recovery of its construction costs, it must seek recovery from all such Carriers.

7.2.2.8.6 At the request of either Party, a joint planning meeting will be held to bring clarity to each Party's forecast. No later than two (2) weeks prior to the joint planning meeting, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. Such information is proprietary to each respective Party and is provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.7 Reserved.

7.2.2.8.8 In addition to the above information, Qwest will provide the following information through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local tandem Switch.

7.2.2.8.9 Qwest will provide CLEC information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) on Qwest's web site, <http://www.qwest.com/disclosures>.

7.2.2.8.10 When appropriate, a Party will notify the other Party through a Trunk Group Servicing Request (TGSR) of the need to take action and place orders in accordance with the forecasted trunk requirements. The other Party shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.11 The following terms shall apply to the forecasting process:

7.2.2.8.11.1 Each Party's forecasts shall be provided to the other Party in the standard Trunk Forecast Form;

7.2.2.8.11.2 Any information provided by one Party to the other Party outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by one Party to the other Party shall be deemed Confidential Information and the receiving Party shall not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.12 Intentionally Left Blank.

7.2.2.8.13 Intentionally Left Blank.

7.2.2.8.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 With respect to trunks used to carry Exchange (EAS/Local) Service and Exchange Access (IntraLATA Toll) traffic, CLEC may elect either one-way or two-way trunking arrangements. If CLEC elects to use a one-way trunking arrangement, then Qwest will also provision its own one-way trunks for Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll). With respect to trunks used to carry Jointly Provided Switched Access traffic, CLEC will establish two-way trunk groups.

7.2.2.9.2 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, applicable State requirements and the Performance Indicator Definitions.

7.2.2.9.3 The Parties shall establish the following separate and distinct trunk groups:

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) One-way 911/E911 trunks;
- c) Operator inward trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau;
- d) Mass calling trunks, if applicable;

7.2.2.9.3.1 CLEC may combine Exchange Service (EAS/local), Exchange Access (IntraLATA toll carried solely by Carriers in their capacity as Local Exchange Carriers) and Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) and Transit Traffic in a single Interconnection trunk group at an access tandem through an arrangement defined in 7.2.2.9.6. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.3.2 CLEC may combine originating Exchange Service (EAS/Local) traffic, IntraLATA Toll Traffic and Switched Access FG D traffic including Jointly Provided Switched Access traffic, on the same FG D trunk group.

7.2.2.9.3.3 CLEC shall provide to Qwest, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call detail records or the Parties may use call records or mechanized jurisdictionalization using Calling Party Number (CPN) information in lieu of PLU, if CPN is available. Where CLEC utilizes an affiliate's Interexchange Carrier (IXC) Feature Group D trunks to deliver Exchange Service traffic with interexchange Switched Access Traffic to Qwest, Qwest shall establish trunk group(s) to deliver Exchange Service (EAS/local), Transit, and Exchange Access (IntraLATA Toll), to CLEC. Qwest will use or establish a POI for such trunk group in accordance with Section 7.1.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, Transit Traffic and IntraLATA Toll/Jointly Provided Switched Access traffic. The Parties agree to use higher speed connections where Qwest uses such higher speed rates for its own traffic, pursuant to the ICB Process found in Exhibit I. Directory Assistance, 911/E911, Operator busy line interrupt and verify, and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

- a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be

limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate; and

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 CLEC may interconnect at either the Qwest local tandem or the Qwest access tandem for the delivery of local exchange traffic. 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 those Qwest end offices subtending a Qwest local tandem, Qwest may petition the Commission to require CLEC to transition to a direct trunk group to the Qwest local tandem.

7.2.2.9.6.1 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; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another LEC, it will provide the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has an Interconnection trunk arrangement which provides two (2) paths to a Qwest end office (one (1) route via a tandem and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tandem group (also referred to as the "alternate final" or "intermediate high" route) for completion to Qwest end offices. The Parties will work cooperatively to develop and deploy additional alternate routing arrangements (e.g., intermediate high trunk groups) to resolve unusual traffic issues.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the tandem. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For remote Switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

7.2.2.9.10 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will route traffic destined for CLEC Customers via direct trunking where direct trunking has been established. In the event that

direct trunking has not been established, such traffic shall be routed via the tandem that the end office subtends.

7.2.2.9.11 All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

7.2.2.9.12 Intentionally left blank.

7.2.2.9.13 The originating Party will determine trunk routing for Exchange Service and Exchange Access (IntraLATA Toll) traffic it delivers to the other Party. Where one-way trunking is in use, the terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative Switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the receiving Party agrees to promptly evaluate the request and reply whether it agrees to implement the TGSR action. When two-way trunks are in use, Qwest may send CLEC a TGSR for such purposes.

7.2.2.9.14 Intentionally left blank.

7.2.2.9.15 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's Switches within each LATA.

7.2.2.9.16 The Parties shall deliver Exchange Service traffic, Transit Traffic and Exchange Access (IntraLATA Toll) traffic over one or more trunk groups, groomed for a specific tandem, only traffic destined for those publicly-dialable NPA NXX Codes served by end offices that directly subtend such tandem; and those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to such tandem. Qwest may not block incorrectly routed EAS/Local, Transit Traffic, Exchange Access or Jointly Provided Switched Access traffic delivered by third parties to Qwest. Qwest will route such traffic from the Switch where it receives the third party traffic to the terminating CLEC.

7.2.2.9.17 The Parties shall deliver over Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups groomed for a specific end office, only traffic destined for those publicly-dialable NPA NXX Codes served by that end office, unless otherwise agreed to by the Parties.

7.2.2.9.18 The source for the routing information for all traffic shall be the then current version of the LERG, unless otherwise agreed to between the Parties.

7.2.2.9.19 Where either Party delivers over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

7.2.2.9.20 The Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.

7.2.2.9.21 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

7.2.2.9.22 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective Line Side End User Customers. BLV and BLVI inquiries between operator bureaus shall be routed over the operator inward trunk groups(s) using network-routable access codes published in the LERG.

7.2.2.9.23 With respect to one-way Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups, the originating Party shall be responsible for all Control Office functions for Interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks. With respect to two-way trunk groups, CLEC will be responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups.

7.2.2.9.24 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups between an end office and a tandem. All other final trunk groups are to be engineered to a blocking standard of one percent (.01). Qwest shall provide monthly call blocking reports to CLEC on all of its Interconnection trunk groups and quarterly call blocking reports on all interoffice trunk groups carrying EAS/local traffic between Qwest Tandem Office Switches and Qwest End Office Switches.

To ensure that blocking standards are being met, Qwest agrees to provide upon request of CLEC, the following information on all trunks, regardless of the type of traffic being transported:

7.2.2.9.24.1 the percentage of trunk groups blocked by route in Qwest's network

7.2.2.9.24.2 traffic usage data (including, but not limited to, offered BHCCS and overflow) for each common trunk group subtending the Qwest tandem, and

7.2.2.9.24.3 the point(s) behind the tandem in Qwest's network where the blocking is occurring.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of an Interconnection trunk group, and at no additional charge, each Party will

complete acceptance tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Repair Testing. At the time of repair of an Interconnection trunk group, at no additional charge, each Party will complete tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for chargeable rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

7.2.2.12 Transition To New Arrangement

7.2.2.12.1 The Parties recognize that this agreement provides (1) for allocation of Interconnection costs in a different manner than the superceded agreement and (2) allows CLEC to specify the use of one-way trunking even though the Parties are currently interconnected using a two-way trunking architecture.

7.2.2.12.2 Upon the Effective Date of the Agreement, if either Party is providing Interconnection facilities and/or Transport to the originating Party as described in Section 7.1 and for which the originating Party was not paying compensation under the former agreement, then the terminating Party may immediately assess charges on a prospective basis, and the originating Party shall pay, the prospective charges for such Interconnection facilities and transport, as applicable and defined in Section 7.3.

7.2.2.12.3 If either Party determines that the Interconnection arrangement implemented under the former agreement does not comport with Interconnection arrangement set forth in this Section 7, then such Party may request that the existing Interconnection arrangement be converted to the Interconnection arrangement set forth in this Section 7. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.

7.2.2.12.3.1 Within forty five (45) Days of a request by either Party to convert the existing Interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this agreement that will specify: (1) each Party's POIs; (2) to the extent known at that time, each Party's plans for deploying new Interconnection facilities (e.g., build or lease); (3) the existing Interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) if applicable, the method whereby traffic will be rearranged from a two-way trunk operation to a one-way trunk operation; and (6) any special ordering and implementation procedures to be used for such conversions.

7.2.2.12.3.2 Non-recurring charges apply unless otherwise mutually agreed that each Party shall bear its own costs to convert from the existing Interconnection arrangements to the Interconnection arrangements described in this Agreement.

7.2.2.12.3.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing Interconnection arrangement.

7.2.2.12.4 If, following one (1) year after the request by either Party to convert the existing Interconnection arrangement pursuant to Section 7.2.2.12.3, the rearrangement has not been completed, then either Party may elect to initiate an Alternative Dispute Resolution proceeding to require the other Party to complete such conversion.

7.3 Reciprocal Compensation

7.3.1 The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network at the Interconnection rates set forth in Appendix A. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers, provided that Qwest does not have any Switches subtending the tandem of a third party.

Reciprocal compensation is comprised of two distinct elements: Transport and Termination as set forth in Section 7.2.2.1. Either Party may designate one or more points of Interconnection for its respective trunking arrangements when the CLEC elects to use one-way trunking. A CLEC chooses the POI(s) when the CLEC chooses two-way trunking for the Parties. Each Party bears the cost of bringing its originating traffic to the Point of Interconnection (POI). At the POI, the traffic is handed off to the terminating Carrier. The terminating Carrier will assess the originating Carrier the applicable Transport and Termination charges. Transport charges are described in Section 7.3.1, 7.3.2 or 7.3.4.2. The terminating Carrier will also charge the termination rate based on Section 7.3.4.1. As described in Section 7.1 the Parties have several options to facilitate bringing their originating traffic to the Point of Interconnection.

(a) If flat-rated transport is necessary to support one-way trunking of Exchange Service, then the cost of the flat-rated transport is not shared by Qwest and CLEC. No usage-sensitive charges are associated with this transport span. In general, the terminating Party charges the originating Party for switching and common transport (if any) starting from the terminating Carrier's end of the flat-rated span to the terminating end office.

(b) If flat-rated transport is necessary to support two-way trunking of Exchange Service, then the cost of the flat-rated transport is shared by Qwest and CLEC based on directional relative use. When a CLEC elects to employ a portion of a Qwest Tariffed private line transport system to support a local trunk group, the local transport is added at no additional cost to the CLEC. A relative use factor emulates the costs Carriers would otherwise face if one-way trunking had been employed. In general, the terminating Party charges the originating Party for switching and common transport (if any) starting from the terminating Carrier's end of the flat-rated transport to the terminating end office.

The following Sections describe certain charges that may apply, depending on the architecture

of Interconnection between the Qwest and CLEC network. Transport may be charged as a facility charge or a minute of use charge, as applicable, but both charges shall never apply to the same span. If a two-way trunk group is supported by Dedicated Transport, the Parties agree to share the Transport cost associated with such span, pursuant to Section 7.3.

7.3.1.1 Interconnection Entrance Facilities. An Interconnection Entrance Facility is the transport between a Party's POI and the other Party's Wire Center serving that POI. When a Party establishes a POI via collocated equipment, a third party's facilities, Qwest private line, a CLEC-provisioned Intra-building Interconnection, an Unbundled Network Element or a Mid-Span Meet, Qwest Interconnection Entrance Facility charges shall not apply.

7.3.1.1.1 Recurring and nonrecurring rates for Interconnection Entrance Facilities are specified in Exhibit A.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply. Such a facility is not an Interconnection Entrance Facility. Therefore, Qwest is not entitled to an Interconnection Entrance Facility charge when CLEC elects to place Interconnection trunking onto the spare capacity of an existing Private Line Transport Service circuit.

7.3.1.1.3 If the Parties elect to establish two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the two-way Interconnection facilities shall be shared among the Parties by reducing the two-way Interconnection EF rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with traffic data that actual minutes of use during quarters governed by the initial relative use factor justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the quarterly charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. Traffic delivered to Enhanced Service providers is interstate in nature.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase Direct Trunked Transport from the other Party.

7.3.2.1.1 Direct Trunked Transport (DTT) will apply between the Wire Center serving the POI (Serving Wire Center) and the terminating Party's

Tandem or End Office Switches, as applicable, where direct trunking is requested. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish two-way trunks for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the facilities shall be shared among the Parties by reducing the two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with traffic data that actual minutes of use during quarters governed by the initial relative use factor justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the quarterly charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. ISP-bound traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A. To the extent that the Parties wish to arrange a bill and keep arrangement for Interconnection trunk multiplexing, such an arrangement may be negotiated between the Parties.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation non-recurring charges may be assessed by the provider for each Interconnection trunk ordered at the rates specified in Exhibit A, or the CLEC's Tariff when the rates in the aggregate are not greater than the amount in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC end office unless the CLEC Switch has been demonstrated to be a tandem.

7.3.4.1.2 For purposes of call termination, CLEC Switch (es) shall be treated as End Office Switch (es) unless CLEC's Switch (es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section. When a CLEC Switch meets the definition, the per minute of use call termination is equal to the sum of (1) the Termination rate as described in Exhibit A of this Agreement and (2) the Tandem Switched Transport rate.

7.3.4.1.3 Neither Party shall be responsible for reciprocal compensation to the other Party for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Tandem Office and the terminating End Office.

7.3.4.2.3 When CLEC terminates traffic to a Qwest remote Switch, tandem transmission rates will be applied for the V & H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When a Party receives an unqueried call from the other Party at a tandem, to a number that has been ported to another end office of the terminating Party within the EAS/Local Calling Area, and the terminating Party performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 CLEC may choose one (1) of the following two (2) options for the exchange of traffic, subject to §251(b)(5) of the Act ("§251(b)(5) Traffic") (See Exhibit J).

7.3.4.4.1 The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established for ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

7.3.4.4.2 Compensation rate for §251(b)(5) Traffic shall be at the End Office Call Termination rates and Tandem Switched Transport rates, as applicable and as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §7.3.6).

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled Interconnection trunk orders, based upon the critical dates, terms and conditions in accordance with Exhibit A.

7.3.5.2 Expedites for Interconnection trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to Interconnection trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.6 ISP-bound Traffic

7.3.6.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. While the subsections of this 7.3.6 reference dates that precede the Effective Date, the Parties agree that the terms of such subsections apply on a prospective basis, commencing with the Effective Date. If the Parties were exchanging traffic prior to the Effective Date, then for such period prior to the Effective Date, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the Interconnection Agreement (i) that was in effect between the Parties when such order was adopted, and (ii) pursuant to which the Parties were exchanging such traffic.

7.3.6.2 The following usage-based compensation applies if Qwest and CLEC were exchanging traffic pursuant to an Interconnection Agreement as of the FCC's adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-bound traffic: The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. This ratio will include minutes exchanged under Section 7 of this contract, as well as UNE-P minutes originated and terminated.

7.3.6.2.2 Growth Ceilings for ISP-bound Traffic -- Inter-carrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

7.3.6.2.2.1 For 2001, a Party will pay for ISP-bound minutes up to the

ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment, to the other Party, during first quarter 2001, plus a ten percent (10) growth factor.

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which it was responsible for payment to the other Party in 2001, plus ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance with a state Commission-ordered compensation rate, or as follows, whichever rate is lowest:

7.3.6.2.3.1 Intentionally Left Blank.

7.3.6.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

7.3.6.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

7.3.6.3 In the event CLEC and Qwest were not exchanging traffic pursuant to Interconnection Agreements prior to adoption of the FCC ISP Order on April 18, 2001, CLEC and Qwest will exchange ISP-bound traffic on a Bill and Keep basis until further FCC action on intercarrier compensation. This includes CLEC expansion into a market it previously had not served.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit and ISP-bound Transit: The applicable Interconnection tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Tariffed Switched Access Tandem Switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN) and destination call party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, Originating Line Information Parameters (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. Where SS7 connections exist, each Party shall pass Calling Party Number (CPN) information, where available, on each EAS/Local and IntraLATA toll call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN

information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement.

Traffic sent to the other Party on its Interconnection trunks without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

7.3.9 To the extent a Party 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, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 In general, OBF guidelines for ordering Interconnection will be followed. When ordering Interconnection trunking, the ordering Party shall specify requirements on the Access Service Request (ASR). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. CLEC will order its trunks when it uses one-way trunks, for its originating traffic, or two-way trunks. Qwest will be responsible for ordering trunks when it uses one-way trunks for its originating traffic.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing Interconnection trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: http://www.qwest.com/wholesale/notices/npa_nxxProcess.html. Either Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 or OC-n entrance facility, that Party will identify the DS-1 channels of the DS3 to be used to provide connecting facility assignments (CFA). Also, if either Party has provided or ordered a DS1 facility, that Party will be responsible for identification of the DSO channels of that DS1 facility to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis, but generally no longer than one hundred twenty (120) business days after the date the plan contemplated by Section 7.4.4 is completed. If either Carrier cannot meet the 120 business day deadline, the Carriers will meet and attempt to agree on a new Due Date. If the Parties cannot agree on a new Due Date, then the offending Carrier must show cause to the Commission why it cannot meet the original Due Date.

7.4.7 Qwest will establish intervals for the provision of Interconnection trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the Interconnection trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data for calls originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits the Party's network, and terminates to the other Party's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. Each Party will provide to other Party, in an EMI mechanized format when Technically Feasible, information to be able to bill the LEC. To establish the flow of such wireline transit records, the receiving company will provide to the transit provider information that includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits that Party's network, and terminates to the other Party's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. The transiting Party will provide to other Party, in an EMI mechanized format when Technically Feasible, information to be able to bill WSP. To establish the flow of such wireless transit records, the receiving company will provide to the transit provider information that includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-01-XX.

7.6.3 The Parties will charge the same rate for Category 11-01-XX records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, Remote Collocation, and Facility Connected Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority as contemplated by Section 1.7.1.2 of this Agreement.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's Premises. CLEC does not have physical access to its virtually collocated equipment in the Qwest Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space ^{for} placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection Agreement, may share use of

that space, in accordance with terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements, ancillary services, and Finished Services. Under ICDF Collocation, CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs, ancillary services, and Finished Services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs, ancillary services, and Finished Services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs, ancillary services, and Finished Services. CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, federal, State, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and Physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of access and cross-connection is not Collocation.

8.1.1.9 Facility Connected Collocation

Qwest's Facility Connected (FC) Collocation provides CLEC with access to Unbundled Network Elements (UNEs), Ancillary Services and Finished Services within a Qwest Wire Center via an entrance facility without collocating physical equipment in the Wire Center. FC Collocation takes place on a termination block or termination panel within the designated Wire Center and is engineered by Qwest. Terminating a copper or fiber cable at a Demarcation Point cross-connection to the desired service facilitates Interconnection or access to UNEs, Ancillary Services, or Finished Services within a Qwest Central Office (CO).

8.1.1.10 Collocation Available Inventory

Collocation Available Inventory provides the public with information about the availability of (i) all returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (ii) CLEC controlled sites that may be posted by such controlling CLEC as available for a Transfer of Responsibility ("CLEC Postings"). Collocation Available Inventory is posted on Qwest's Wholesale web site. Qwest and CLEC each have the ability to post sites under their control to the website.

8.1.1.11 Collocation Transfer of Responsibility

8.1.1.11.1 Transfer of Responsibility refers to the transfer of a Collocation site, including service provided by Qwest and CLEC-to-CLEC Cross Connections, to an assuming CLEC from a vacating CLEC subject to the conditions set forth herein. A Transfer of Responsibility Collocation site is identified via the vacating CLEC's 11 character CLLI™ code.

8.1.1.11.2 Transfer of Responsibility is offered for Caged Physical, Cageless Physical, and Virtual Collocation (including any associated Splitter Collocation).

8.1.1.11.3 All other types of Collocation to be transferred will be handled on an Individual Case Basis by contacting the appropriate Qwest Wholesale Project Manager (WPM). However, CLEC and Qwest will use the process set forth herein to the greatest extent possible.

8.1.1.11.4 There are two types of Transfer of Responsibility:

8.1.1.11.4.1 Transfer of Responsibility without working circuits – there are no active terminations (e.g., Digital Signal Level 0 (DS0), Digital Signal Level 1 (DS1)) for the Collocation site to be transferred.

8.1.11.4.2 Transfer of Responsibility with working circuits – active terminations (e.g., DS0, DS1) are associated with the Collocation site to be transferred.

8.1.1.11.5 Transfer of Responsibility with working circuits is offered if only administrative changes are required and the transfer does not involve translations activity that need to be processed in conjunction with the transfer. If the CLEC's transfer plans allow for the completion of the Transfer of Responsibility prior to the translation activity, then the transfer request would be permissible within the product offering.

8.1.1.11.6 A request for Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming CLEC of the non-recurring Collocation transfer charges reflected on the quote provided by Qwest.

8.1.1.12 Joint Testing

8.1.1.12.1 Qwest's Joint Testing Process ("Joint Testing") at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation. The ICDF may be located at various points in the Qwest Wire Center including, but not limited to, a stand alone intermediate frame, Main Distribution Frame (MDF), fiber distribution panel (FDP), and existing Digital Cross Connect (DSX) frames. CLEC shall have access to all such points in the Qwest Wire Center where CLEC cabling terminates.

8.1.2 Common Building Arrangements. Where both Parties have a separate presence within a Central Office building, as a result of divestiture, in the form of a condominium arrangement or a shared network facilities arrangement that did not arise out of a Collocation arrangement, CLEC may establish Collocation pursuant to this Section 8 by following the terms as set forth in 7.1.2.6.2.1 for an intra-building Collocation facility.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and State laws.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also

meet this legal standard. Before any equipment that includes Switching functionality is installed, CLEC must provide a written inventory to Qwest of all Switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements pursuant to the Act.

8.2.1.2.4. Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided cross-connection device.

8.2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF;

- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to a requesting CLEC within ten (10) Days of CLEC's request, a report for each requested Premises, that includes:

- a) Available Collocation space in a particular Qwest Premises;
- b) Number of collocators;
- c) Any modifications in the use of the space since the last report;
- d) Measures that Qwest is taking to make additional space available for Collocation;
- e) Whether sufficient power is available to meet the specific CLEC request;
- f) Number of CLECs in queue at the Premises, if any;
- g) Whether the Wire Center is equipped with DS3 capability; and
- h) The number and description of Qwest and its Affiliates and CLEC reservations of space.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the Customer addresses served by each Remote Premises are available to CLECs through the

Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.qwest.com/iconn>). If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If a complete application for Collocation is denied, no fees will be assessed for processing the application. Also, if any fees were received with the application such fees will be refunded. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjointing CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. In lieu of a Collocation order, CLEC may submit a letter of intent to order Collocation space for a Premises and be included on the list. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with CLEC's position in the queue. CLEC must respond within ten (10) Days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the

space that becomes available and keep its position in the queue. There are no charges assessed to CLEC in relationship to the space denial queue procedures described in this paragraph.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact, it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Space Reports

8.2.1.13.1 Space Exhaust Reports - Qwest will maintain a publicly available document, posted for viewing on the Internet, (<http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>) indicating all Premises that are full, and will update this document within ten (10) Days of the date at which a Premises runs out of physical space and will update the document within ten (10) Days of the date that space becomes available. The Space Exhaust Report will be updated within the ten (10) Day period and will identify all Wire Centers that are full, whether or not there has been a CLEC requested Space Availability Report.

8.2.1.13.2 Space Denial Reports- The Space Denial Report is another publicly available document which includes, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process: (<http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>.) The Space Denial Report will be updated within ten (10) Days after Qwest denies any application for Collocation due to a lack of space.

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises;
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Collocation Cancellation

8.2.1.15.1 General

8.2.1.15.1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from Qwest of CLEC's Collocation Application. A Cancellation will only occur upon request by the canceling CLEC.

8.2.1.15.1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.15.1.3 All other types of Collocation to be cancelled will be handled on an Individual Case Basis by contacting the appropriate Qwest Wholesale Collocation Project Manager.

8.2.1.15.1.4 A request for Cancellation is irrevocable once Qwest has accepted the Cancellation Application.

8.2.1.15.2. Terms and Conditions

8.2.1.15.2.1 The canceling CLEC may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The Collocation Cancellation may only be

initiated if the Collocation job is in progress and not yet complete.

8.2.1.15.2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a complete Cancellation Application.

8.2.1.15.2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate credit adjustments, based on work performed and expenses incurred by Qwest. The revised final quote will be issued within thirty (30) Days of Qwest's acceptance of the Cancellation Application.

8.2.1.15.2.4 In the event Splitter Collocation with the BAN of the Collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

8.2.1.15.2.5 In the event that CLEC has requested Direct CLEC-to-CLEC connections with the BAN of the Collocation site or Collocation Application to be cancelled, such Direct CLEC-to-CLEC connection will be cancelled automatically pursuant to the submitted Cancellation Application.

8.2.1.15.2.6 Upon cancellation, materials owned by CLEC and utilized in building the Collocation site will not be returned unless CLEC requests their return in writing (indicated in the notes section on the Collocation Application form).

8.2.1.15.2.7 If CLEC's equipment is on the site prior to the scheduled Ready For Service (RFS) date, Qwest shall notify CLEC to remove its equipment.

8.2.1.15.3. Rate Elements

8.2.1.15.3.1 Pursuant to the terms of this Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

8.2.1.15.4. Ordering

8.2.1.15.4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.15.4.1.1 The Application form is located on the Qwest web site at:

<http://www.qwest.com/wholesale/pcat/Collocation.html>

8.2.1.15.4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

8.2.1.15.4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one (1) business day of receipt of a valid and complete Application. If Qwest rejects CLEC's Cancellation Application, Qwest shall identify the reasons for rejection, including any information omitted from the application that is necessary for Qwest to accept the application.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: <http://www.qwest.com/wholesale/pcat/Collocation.html>.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per Day, seven (7) Days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's

designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Collocation Decommissioning.

8.2.1.22.1 General

8.2.1.22.1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment therefrom.

8.2.1.22.1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.22.1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis by contacting the appropriate Qwest Wholesale Project Manager (WPM).

8.2.1.22.1.4 An application for Decommissioning is irrevocable once Qwest accepts the application.

8.2.1.22.2 Terms and Conditions

8.2.1.22.2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC pursuant to the terms of the Agreement.

8.2.1.22.2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Application.

8.2.1.22.2.3 If CLEC does not remove equipment within thirty (30) Days after Qwest's acceptance of the Decommissioning Application, Qwest will send a notification to CLEC stating the equipment is considered abandoned.

8.2.1.22.2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) Days to notify Qwest that the equipment is not abandoned or to remove equipment.

8.2.1.22.2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion, after such fifteen (15) Days has passed. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

8.2.1.22.2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) Days after receipt of CLEC's Decommissioning Application.

8.2.1.22.2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

8.2.1.22.2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

8.2.1.22.2.4 Prior to submitting a Decommissioning Application, financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges.

8.2.1.22.2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) Days past due.

8.2.1.22.2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, Finished Services, and Line Sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

8.2.1.22.2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current End User Customers and service Customers affected by such disconnection of the discontinuation of service.

8.2.1.22.2.7 CLEC must submit an e-mail notification attached to the Decommissioning Application representing to Qwest that all End User Customers and service Customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Application.

8.2.1.22.2.8 Reserved.

8.2.1.22.2.9 When submitting a Decommissioning Application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

8.2.1.22.2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

8.2.1.22.2.9.2 The CLEC submitting the Decommissioning Application must:

8.2.1.22.2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

8.2.1.22.2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Application, the application will be rejected as incomplete.

8.2.1.22.2.10 CLEC will be eligible for reimbursement on: (i) the Reusable elements (cable terminations including DS0, DS1, DS3, and fiber terminations for up to one calendar year, and (ii) the Reimbursable Elements (infrastructure used to establish or augment CLEC's Collocation site, including cage, bays, HVAC, cable racking) for up to three years, after the date the Decommissioning is completed. Such reimbursement will be of all funds received by Qwest from assuming CLEC for such Reusable and Reimbursable elements, subject to outstanding non-recurring charges relating to the Collocation site. Reimbursement of Reusable elements is also subject to the Carrying Charge. However, in no event shall vacating CLEC receive more than the amount of funds paid by the vacating CLEC for the vacated Collocation site. An inventory will be completed by Qwest and furnished within ninety (90) Days of the Decommission Application acceptance identifying the Reusable and Reimbursable elements and the potential credit. Reusable and Reimbursable elements are also discussed in Section 8.3.11, Available Inventory.

8.2.1.22.2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site from Qwest upon Qwest's completion of the work called for by CLEC's original Collocation application.

8.2.1.22.3. Rate Elements

8.2.1.22.3.1 Under the terms of this Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. In such cases, the applicable rates shall be the following:

8.2.1.22.3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

8.2.1.22.3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

8.2.1.22.3.2 Carrying Charge is a charge applicable to the decommissioning CLEC only when Qwest owes funds to such CLEC for Reusable elements. The amount of the Carrying Charge for a Collocation

site shall never be more than the amount owed by Qwest to the decommissioning CLEC for Reusable elements for such site. The Carrying Charge is calculated at 1/36th of the non-recurring rate for each Reusable element purchased by an assuming CLEC from the time the decommissioning CLEC completes the decommissioning of the site to the time the assuming CLEC accepts the quotation provided by Qwest for the site.

8.2.1.22.4. Ordering

8.2.1.22.4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.22.4.1.1 The Application form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/Collocation.html>

8.2.1.22.4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

8.2.1.22.4.1.3 Qwest will notify CLEC within one (1) business day after CLEC submits the Decommissioning Application if the prerequisites have been met. If Qwest believes that such prerequisites have not been met, Qwest will specifically identify the information needed to make the Decommissioning Application complete. Qwest will validate the order within two (2) business days from receipt of the application.

8.2.1.22.5 Billing

8.2.1.22.5.1 CLEC shall pay all monthly recurring charges until Qwest validates the Collocation Decommission Application. The effective date to cease the monthly recurring Billing will coincide with the date that the complete Collocation Decommission Application was submitted.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End Users Customer's Premises, and may interconnect CLEC's own

collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF:

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF cross-connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest End User Customers. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share

frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) Days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking, and also outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Power

8.2.1.29.1 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.29.2 Monitoring

8.2.1.29.2.1 CLEC orders DC power in increments of twenty (20) amps whenever possible. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. If CLEC orders an increment smaller than or equal to sixty (60) amps, the terminations will normally appear on a Battery Distribution Fuse Board (BDFB).

8.2.1.29.2.2 If a CLEC orders sixty (60) amps or less, it will normally be placed on a BDFB where no monitoring will occur since the power usage rate reflects a discount from the rates for those feeds greater than sixty (60) amps. If a CLEC orders more than sixty (60) amps of power, it normally will be placed on the power board. Qwest will monitor usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within ninety (90) Days of a written CLEC request after CLEC's installation of new equipment. Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly usage rate to CLEC's actual use. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Until such time that CLEC places equipment and a request is received from CLEC to monitor, Qwest will bill CLEC based on the amount of power ordered. Once Qwest receives a CLEC monitoring request, it will bill the actual power usage rate from the date of the CLEC's monitoring request until the next reading. The next reading date may be generated as a result of the CLEC request or a Qwest routine reading and Billing will be adjusted on whichever date comes first.

8.2.1.29.3 DC Power Reduction/Restoration

8.2.1.29.3.1 Qwest's Power Reduction Procedure offers CLEC the ability to reduce a primary feed to as low as twenty (20) amps and/or a secondary feed to as low as zero amps, as well as the option to reserve a fuse or breaker position on the power board or BDFB when reducing a secondary feed(s) to zero. Payment of the Power Maintenance Charge will allow the CLEC an option to hold the secondary feed(s) power cabling and fuse position for future use. Qwest will apply the DC power reduction QPF where no re-cabling is required to meet the request. If re-cabling is required, Qwest will apply the standard Collocation QPF.

8.2.1.29.3.2 When CLEC orders a reduction in DC Power, CLEC assumes all responsibility for adverse impacts to CLEC-provided service and equipment within the Collocation space that arise due to the reduced level of power ordered by CLEC.

8.2.1.29.3.3. Restoration of the primary and/or secondary feed(s) is contingent upon power capacity and fuse position availability. This applies when either primary and/or secondary feed(s) were reduced or when power cabling and fuse position for a secondary feed(s) was held. If Qwest is unable to provide the requested power restoration of the held secondary feed(s) due to power capacity exhaust, Qwest will refund all collected Power Maintenance Charges.

8.2.1.29.3.3.1 If CLEC re-energizes its primary and/or secondary feed(s) back to the initial amperage and there is no re-cabling required, CLEC will be charged the DC Power Reduction QPF and the applicable Power Restoration Charge.

8.2.1.29.3.3.2 If CLEC re-energizes its primary and/or secondary feed(s) back to the initial amperage or if CLEC re-

energizes its primary and/or secondary feed(s) to an amperage greater than the initial amperage, and there is re-cabling required, CLEC will be charged the standard Collocation QPF and the appropriate Power Restoration Charge.

8.2.1.29.3.4 In instances where no fuse positions are available and a fuse position is needed for Qwest or a requesting CLEC, Qwest reserves the right to notify CLEC of the need to either re-energize the secondary feed(s) to at least twenty (20) amps or relinquish the power cabling and fuse position to Qwest within thirty (30) Days of receipt of the notification. If CLEC elects not to re-energize the secondary feed to at least twenty (20) amps, the reservation of the power cabling and fuse position will be cancelled, and Qwest will stop Billing for the Power Maintenance Charge.

8.2.1.30 No later than the date CLEC accepts a Collocation site, Qwest shall provide CLEC a document providing a detailed layout record of final inventory and wiring conditions that relate to CLEC's Collocation site (the "APOT Form"). The APOT Form shall include particulars relating to a CLEC Application for Collocation as well as CFA termination data such as cable name, facility type, channel (first unit pair, last unit pair), cable length, A (CO) and Z (CLEC) CLLIs, service type, frame code, floor, relay rack, panel, jacks/mod, fiber count, fiber circuit IDs, etc. The APOT Form is currently referred to as the "Physical Collocation Entrance Facility and Frame Termination Sheet".

8.2.1.30.1 Once CLEC accepts the quote for a Collocation site, Qwest will provide a preliminary APOT form to CLEC. This form will be delivered at least fifteen (15) Days prior to the Ready For Service (RFS) date and will contain the terminations as originally assigned by Qwest. The terminations identified on the preliminary APOT Form are subject to change until Qwest issues the final APOT Form. Once Qwest completes the Collocation site preparation, on or before the RFS date, and CLEC has paid 100% of the non-recurring charges associated with the Collocation site, Qwest will deliver a final APOT Form to CLEC. If CLEC has utilized information on its preliminary APOT Form to place orders for UNEs, Ancillary Services, Finished Services, etc., CLEC must verify the information against its final APOT Form. If the information has changed from the preliminary APOT Form to the final APOT Form, CLEC must supplement the affected orders to include the correct information.

8.2.1.30.2 Qwest will label the CLEC block on the ICDF and TIE cable in the Collocation site with the appropriate cable information.

8.2.1.31 If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Collocation Premises, Qwest shall provide a written notice to CLEC which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for Qwest's determination of abandonment, (iii) a point of contact at Qwest regarding the claimed abandonment and (iv) notice that CLEC has thirty (30) Days from the date of such notice to remove its equipment or property.

8.2.1.31.1 If CLEC responds in writing within thirty (30) Days that it disputes Qwest's determination of abandonment, the parties may resolve the dispute

through negotiation or Dispute Resolution pursuant to Section 5.18, initiated no later than the end of such thirty (30) Day notice period.

8.2.1.31.2 If CLEC responds in writing to such notice agreeing with such abandonment or fails to respond to such notice, CLEC's equipment shall be deemed abandoned and CLEC shall have until the end of such thirty (30) Day notice period to remove its equipment or property from the Collocation Premises. If CLEC fails to remove all of its equipment or property by the end of such thirty (30) Day period, such equipment or property shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and Qwest may appropriate, sell, store, and/or otherwise dispose of such equipment. Once the time period for removal of all of CLEC's equipment or property has elapsed, Qwest shall cease charging CLEC any recurring charges associated with the Collocation Premise where such abandoned equipment or property was located. CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or disposition of such equipment or property, provided that Qwest makes reasonable efforts to mitigate such expenses. If Qwest receives value for such abandoned equipment or property, Qwest shall use such value to offset expenses it incurs in appropriating, selling, storing or otherwise disposing of such equipment or property. Qwest shall not be obligated to provide CLEC with an accounting of expenses Qwest seeks to recover from CLEC, unless CLEC requests in writing such an accounting and agrees to bear the reasonable expenses incurred by Qwest in preparing the same.

Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning Application, the terms for Collocation Decommissioning, Section 8.2.1.22, contained in this Agreement shall apply.

8.2.1.32 CLEC shall not be required by Qwest to relocate a Collocation site. If CLEC, at Qwest's request, agrees to relocate a Collocation site, then Qwest shall reimburse CLEC for any and all costs reasonably associated with such relocation.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the Qwest Premises. However, CLEC will have physical access to the Demarcation Point in the Qwest Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to

Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, State or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (*i.e.*, expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Reserved for Future Use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, Maintenance and Repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted non-recurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted non-recurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit at testing that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails

to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocated space. Upon CLEC's request, this service shall be available per standard Qwest business service Provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, State, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements; and 4) microwave entrance facilities. Other entrance facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will

then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be

developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access CLEC transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or if requested, Qwest will perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) Days after receipt by Qwest of the CLEC's Microwave Entrance Facility Application, unless the CLEC requests a later date. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the Technical Feasibility,

space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to CLEC within thirty (30) Days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation Application. If CLEC does not submit a Collocation Application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation Application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If Qwest's assistance is required in order for a CLEC to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the antenna equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to the CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and CLECs, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access

to the Qwest Wire Center for combining Unbundled Network Elements, ancillary services and Finished Services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, ancillary services, and Finished Services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, an ancillary service, or a Finished Service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element, ancillary service, and Finished Service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element, ancillary service, and Finished Service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Reserved for Future Use.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to Technical Feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.2.8 Terms and Conditions for Facility Connected Collocation

8.2.8.1 FC Collocation is available if CLEC wishes to obtain access to Unbundled Network Elements (UNEs), Ancillary Services or Finished Services without the use of equipment collocated in a Qwest Wire Center.

8.2.8.2 Qwest performs the installation of individual UNEs to the block termination point indicated by CLEC on the Alternative Point of Termination (APOT) form

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and cross-connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services (if utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility). DS1 Copper entrance facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX panel. Qwest will install and charge for this repeater equipment. KS

8.2.8.3.2 Fiber Entrance Facility termination and cross-connection to appropriate fiber UNEs (Dark Fiber).

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR) when there is an issue of Technical Feasibility. When there is no issue of Technical Feasibility the SRP will be used.

8.2.8.3.4 All Qwest terminations on the Termination Frame or Termination Panel will be given a frame address. Qwest will establish and maintain frame or panel address records for Qwest terminations.

8.2.8.3.5 Protection for lightning or voltage is required when copper entrance facilities are used and Qwest will require protection units on standard connector blocks on the distribution frame. Qwest will engineer and install this protection. All copper cables used for Interconnection or access to UNEs, Ancillary Services, or Finished Services must come through a cable vault/entrance facility and have grounded/bonded sheaths.

8.2.8.3.6 CLEC is responsible for providing an entrance facility to the Collocation-Point of Interconnection (C-POI).

8.2.9 Terms and Conditions - Collocation Transfer of Responsibility

8.2.9.1 A Collocation site is considered eligible for Transfer of Responsibility only after Qwest completes the site build-out and the vacating CLEC has accepted the site.

8.2.9.2 Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Transfer of Responsibility request. Assuming CLEC will need to amend any previously-existing Interconnection Agreement prior to submitting a Transfer of Responsibility request if such Interconnection Agreement does not contain the Terms and Conditions and rate elements for the services that will be transferred.

8.2.9.2.1 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site, including 11 U.S.C. Section 365.

8.2.9.3 Both vacating and assuming CLEC's executed Interconnection Agreements with Qwest must contain terms and conditions associated with the Transfer of Responsibility of a Collocation site and all associated services.

8.2.9.4 The Collocation site referenced in the Transfer of Responsibility request will be transferred "as is" and in its entirety as between assuming CLEC and Qwest, except to the extent Qwest provides information to the assuming CLEC about the condition or capabilities of the Collocation site that proves to be untrue in a material way subject to the Limitation of Liability provision in Section 5.8. This includes, but is not limited to, entrance facilities (from the Point of Interface (POI) utility hole), Splitters, cables, and working circuits (if applicable). Terms and conditions pertaining to the transfer of equipment between the vacating and assuming CLECs will be the responsibility of the vacating and assuming CLECs.

8.2.9.5 The assuming CLEC will provide the information Qwest will need to update

the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Customer address, phone number, Billing and contact information, and contract number. The 11 character CLEC CLLI™ code will remain the same. The Transfer of Responsibility request may not include translations work for associated working circuits.

8.2.9.6 Generally, Collocation Transfer of Responsibility is not available if another CLEC and/or Qwest are waiting in queue for available space within the requested Central Office; provided, however, that if the assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in Qwest Central Offices in the State, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a Qwest Central Office, Collocation Transfer of Responsibility shall be available when the vacating and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order.

8.2.9.7 The negotiation of the transfer terms and conditions between the vacating CLEC and the assuming CLEC is the responsibility of those two Parties. Qwest does not participate in these discussions. Qwest will only manage the database and records transfer.

8.2.9.8 Qwest is not responsible for the physical condition of the CLEC's equipment, with the exception of equipment associated with a Virtual Collocation site, as set forth in CLECs' Interconnection Agreement, or where Qwest has committed an act or omission that adversely affects the physical condition of the vacating CLEC's equipment, subject to the Limitation of Liability provision in Section 5.8.

8.2.9.9 If a CLEC submits a Transfer of Responsibility request for a site that has a related Splitter Collocation associated with it, the Splitter Collocation will be transferred as part of the Transfer of Responsibility.

8.2.9.10 Submission of new connect, change, and disconnect orders will be restricted from quote acceptance until the transfer of the working circuits is complete. If new connect, change, or disconnect orders need to be submitted between quote acceptance and the completion of the transfer, it will be handled on a project managed basis and could affect the Ready for Service (RFS) date. If Qwest determines that a change in the RFS will be required Qwest will provide explanation to CLEC in writing. If CLEC disagrees with Qwest's explanation or with the change to the RFS date Qwest and CLEC will attempt to resolve CLEC's concerns through negotiation no more than three (3) business days after CLEC's written request for negotiation. The foregoing restrictions only apply to orders submitted on ASRs. Assuming CLEC may submit LSRs no earlier than five (5) business days after accepting the Transfer of Responsibility quote. Until that time, Vacating CLEC may continue to submit LSRs.

8.2.9.11 Submission of Collocation augment orders will be restricted from the time that the Application for Transfer of Responsibility has been validated until the assuming CLEC has accepted the quote for the Transfer of Responsibility. Financial validation and validation of Collocation without any working circuits takes place as follows: (i) within two (2) business days after CLEC submits an Application for Transfer of Responsibility where CLEC is an existing wholesale Customer of Qwest or (ii) within five (5) business days after CLEC submits an Application for Transfer of Responsibility where CLEC is not

an existing wholesale Customer. Validation of the Collocation services that carry less than one thousand (1,000) circuits takes place within fifteen (15) Days after CLEC submits an Application for Transfer of Responsibility; validation of Collocation sites with greater than one thousand (1,000) circuits will be project managed. Upon completion of the Validation Qwest will send a confirming e-mail to the assuming CLEC.

8.2.9.12 All work in progress related to the Collocation site and/or associated working circuits (if applicable) must either be completed or cancelled by vacating CLEC prior to quote acceptance.

8.2.9.13 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

8.2.9.14 CLEC obligations:

8.2.9.14.1 Prior to submitting a Transfer of Responsibility request, vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges. The vacating CLEC's financial obligations will include payment of one hundred percent (100%) of all non-recurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) Days past due, with the exception of formally disputed charges. The vacating CLEC may meet its financial obligations by having them expressly assumed in writing by the assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quote for Transfer of Responsibility.

8.2.9.14.2 Prior to submitting a Transfer of Responsibility request, the assuming CLEC's financial obligations to Qwest under this Agreement must be in good standing.

8.2.9.14.3 Prior to submitting a Transfer of Responsibility (without working circuits) request, vacating CLEC must ensure that no live circuits exist at the Collocation site to be transferred.

8.2.9.14.4 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in accordance with Applicable Law, all of its current end-users and service Customers that utilize its Transfer of Responsibility Collocation site equipment or facilities of the transfer of service to the assuming CLEC, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority.

8.2.9.14.5 Vacating and/or assuming CLEC will be responsible for submitting Local Service Request (LSR) orders for Unbundled Loops, Enhanced Extended Loops (EELs), Line Sharing, and Line Splitting. Assuming CLEC may submit such orders once it has accepted the quote for the Transfer of Responsibility and has received the preliminary APOT information from Qwest. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, Operator Services) with no translation activity, as well as Dark Fiber, Private Line, and Access circuits, will be processed based on the information provided in the Transfer of Responsibility Spreadsheet referenced in Section 8.2.9.15.4.

8.2.9.14.6 Assuming CLEC is responsible for Directory Assistance (DA), Operator Services (OS), Directory Listings (DL), Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any additional SS7 changes will need to be made after the transfer is complete.

8.2.9.15 Required documentation:

8.2.9.15.1 Transfer of Responsibility Application Form.

8.2.9.15.2 Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits) at the same time the Transfer of Responsibility Application is submitted, representing to Qwest that all of its end-users and service Customers have been notified as required by Applicable Law. If the CLEC obtains a waiver from the FCC or other applicable regulatory authority, CLEC will include such waiver with the Transfer of Responsibility request.

8.2.9.15.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement, substantially in the form attached hereto as Exhibit 1. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges quoted by Qwest for the transfer of the Collocation site.

8.2.9.15.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet (available at the Qwest Wholesale website) and submit it along with the Transfer of Responsibility Application. The following information is required in the Transfer of Responsibility Spreadsheet:

The eleven character CLLI of Collocation to be transferred;

Vacating CLEC Interconnection contract number;

Assuming CLEC Interconnection contract number;

Vacating CLEC BAN for each type of service being transferred;

LATA;

The old ACNA;

The new ACNA;

Vacating Customer name and assuming Customer name;

Vacating CLEC Customer code;

Assuming Customer's BAN;

Assuming Customer's repair contact name;

Assuming Customer's repair contact telephone number; and

Circuit Identification for services to be transferred.

In addition for LIS CLECs must provide:

Vacating CLEC's pseudo CIC;

Assuming CLEC's pseudo CIC;

Circuit Identification for any T3 used only for LIS;

Circuit Identification for LIS T1 facilities and 26 codes for total number for each LIS trunk to be transferred;

A location for LIS trunks;

A and Z locations for each LIS trunk; and

Vacating CLEC's lessee name and ACNA.

In addition for Dark Fiber CLECs must provide:

APOT CSA A and Z locations; and

Circuit Identification for services/Dark Fiber to be transferred.

8.2.9.15.5 If the Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility Application must submit a Letter of Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that is the subject matter of the Transfer of Responsibility Application. Each LOA shall identify the CLEC and the CLLI code and BAN for their respective Collocation spaces.

8.2.9.15.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement, substantially in the form attached hereto as Exhibit 2.

8.2.9.16 A walkthrough with the assuming CLEC of the Collocation site can be requested anytime after 100% of the non-recurring charges have been paid. Site visits required prior to paying 100% of the quote are the responsibility of the vacating CLEC escorting the assuming CLEC, subject to Qwest's standard access procedures.

8.2.10 Terms and Conditions - Available Inventory

8.2.10.1 CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation under this Agreement. Formally disputed charges shall not be treated as overdue financial obligations.

8.2.10.2 Qwest Postings. Collocation sites available in the Qwest Postings may be

partially or fully completed before being returned to Qwest inventory. Both Caged and Cageless sites will be offered on the Qwest Postings. Sites will be offered under the terms and conditions set forth in the Interconnection agreement of the CLEC acquiring such sites. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In its Collocation application for such a site, CLEC may also request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations. Such removed cable terminations shall not be considered Reimbursable elements.

All services that were previously connected to the Collocation (e.g. Unbundled Network Elements, CLEC to CLEC, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest funded space requirement needs, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

8.2.10.3 CLEC Postings. Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Transfer of Responsibility Section of this Agreement.

8.2.11 Terms and Conditions - Joint Testing

8.2.11.1 Qwest will only perform Joint Testing between the CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is available upon CLEC's request. Joint Testing shall include, but not be limited to: (i) a comparison of the physical terminations of CLEC cabling (e.g., DS0s, DS1s, DS3s) at Qwest's ICDF against a printout of Qwest's APOT data, (ii) verification of cable count sequence and continuity for each cable pair in the inventory, and (iii) if any failure of continuity is found and cannot be resolved during the joint test, Qwest will provide notification of the resolution of such troubles.

8.2.11.2 Qwest will not charge a Quote Preparation Fee (QPF) for the Joint Testing Process. Qwest and CLEC will negotiate a scheduled test date within 10 Days from the receipt of the Joint Testing application. Qwest and CLEC will negotiate to complete the Joint Testing within thirty (30) Days after receipt of CLEC's application. CLEC must specify the terminations it is requesting for the Joint Testing. When Joint Testing is requested as part of an initial or subsequent Application for Collocation (new, change, or augment) Qwest will contact CLEC to negotiate a schedule for Joint Testing based on RFS date. Qwest will charge for Joint Testing on a per application basis as described in Section 8.2.11.6 of this Agreement.

8.2.11.3 CLEC must provide specific information about the terminations to be tested and preferred test dates and times, if any, on its application for Qwest to arrange a mutually agreeable Joint Testing date and time. CLEC may request Joint Testing on a Collocation Application form or on an optional separate form for Joint Testing at the ICDF, both of which are available on the Qwest website. Qwest will acknowledge via

email an acceptance of CLEC's application within 2 business days of receipt of a Joint Testing at the ICDF Application.

8.2.11.4 Each Party will provide test gear for its technicians. Qwest employees will assist CLEC in conducting Joint Testing on terminations at the ICDF. Qwest employees will not operate CLEC test gear.

8.2.11.5 If an error rate of 2% or more is determined to exist on the terminations that are identified for Joint Testing and are being tested during the scheduled Joint Testing period, and the errors are identified as Qwest errors, Qwest will not charge for this specific Joint Testing period. However, if the rate of error is less than 2%, or if the errors are facility errors on facilities provided by CLEC, Qwest will charge for the Joint Testing Process as described below (i.e. one pair is counted as two terminations and errors are counted on a per termination basis).

8.2.11.6 CLEC may request Joint Testing of additional terminations not identified on its application (new, change, or augment) for Joint Testing by submitting the separate Joint Testing application form at a later date. With a minimum of ten (10) Days notice from CLEC, Qwest will also accept changes to the Joint Test application form if CLEC wants to change the date or number of terminations to be Joint Tested. Cancellations requested by CLEC less than 24 hours prior to the scheduled joint test will be billed the minimum charge. Scheduling for Joint Testing will be implemented as follows:

- The amount of time scheduled for Joint Testing must be agreed upon between Qwest and CLEC and must be a reasonable time period based on the number of terminations, types of terminations, the testing to be performed and other relevant factors. A qualified Qwest technician shall be available for the period of time scheduled for Joint Testing.
- CLEC may schedule multiple test dates on terminations to be tested. If CLEC requests multiple scheduling dates, Qwest will charge the minimum one (1) hour charge for each scheduled test date. Rules concerning cancellation will apply for multiple test dates.
- Every scheduled test will be billed a one (1) hour minimum charge. If possible, the Qwest technician will stay beyond the scheduled time to complete testing.

8.2.11.7 If CLEC requests that charges be waived pursuant to Section 8.2.11.5 because of Qwest errors found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct. If Qwest wishes to access CLEC Collocation space, it must provide CLEC with notice of its desire to access such space and coordinate a mutually agreeable time with CLEC so that a CLEC representative can be present to make such access available. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges shall be waived. Otherwise, Qwest will charge for Joint Testing it performs.

8.2.11.8 If errors are found during the Joint Test Process, Qwest will only provide tools, materials and labor for the repair of Qwest-network faults. Repairs where Qwest has tools, materials and time will be completed on the same day as the Joint Testing. Where Qwest does not have tools, materials and time available, and no procurement of materials is necessary, Qwest will complete repairs within two (2) business days after the Joint Testing. In those situations where procurement of materials is necessary, or Qwest requires vendor assistance, Qwest will complete the repairs within seven (7)

business days after the Joint Testing. The references to “time” in the preceding sentences mean that the repairs can be completed in the time scheduled for the Joint Testing or that the Qwest technician is able to remain after such scheduled time to complete repairs. Any time spent by Qwest repairing troubles for which Qwest is responsible shall be deducted from the Joint Testing time. If errors are facility errors and CLEC provided such facilities, CLEC will be responsible for the replacement or repair of those facilities.

8.2.11.8.1 If Qwest performs repairs after the Joint Testing is concluded, within a reasonable amount of time Qwest shall notify CLEC of the completion of such repairs. Within a reasonable amount of time thereafter, CLEC may request Joint Testing of such repaired terminations. Such re-testing will be at no charge to CLEC.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and non-recurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quote in support of Collocation:

8.3.1.3 Quote Preparation Fee (“QPF”). Qwest will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF becomes a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g. deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage and AC Usage Charges. Provide -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Usage Charge recovers the cost of the capacity of the power plant available for CLEC's use. The AC Usage Charge recovers the cost of the power used by CLEC. Both the DC Power Usage Charge and the AC Usage Charge are applied on a per ampere basis.

8.3.1.6.1 The -48 Volt DC Power Usage Charge is specified in Exhibit A and applies to the quantity of -48 Volt Capacity specified by the CLEC in its order. Different rates may apply, if specified in Exhibit A, depending on whether the quantity of DC power consumed is measured or non-measured.

a) Measured -48Volt DC Power Usage Charge – Applies on a per amp basis to all orders of greater than sixty (60) amps. Qwest will initially apply the Measured -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.29.2.2. There is a one (1) amp minimum charge for -48 Volt DC Power Usage.

b) Non-Measured -48 Volt DC Power Usage Charge – This option is available for CLEC orders of sixty (60) amps or less of -48 Volt DC Power Usage. If CLEC elects non-measured -48 Volt DC Power Usage on the initial order for DC power, Qwest will apply the Non-Measured -48 Volt DC Power Usage Charge in accordance with Exhibit A for the quantity of power ordered by CLEC. Qwest will not adjust the billed usage based upon actual usage.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Reserved For Future Use.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 Services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame.

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocater should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed

to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's 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, Minimum installation requires at least one (1) block for every two (2) outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services

or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and non-recurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or non-recurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating Party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the

percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to CLEC equipment. Recurring and non-recurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the Unbundled Network Elements, ancillary services, or Finished Services ordered by CLEC, the cost of extending the Unbundled Network Elements, ancillary services, or Finished Services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.3.8 Rate Elements – FC Collocation

8.3.8.1 Non-recurring Charges:

8.3.8.1.1 Quote Preparation Fee (QPF): Qwest will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF

becomes a non-refundable charge for the work required to process the request for a price quote for the total costs to CLEC for its FC Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g. deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.8.1.2 Engineering Labor provides the planning and engineering of CLEC entrance facility or demarcation at the time of installation or change.

8.3.8.1.3 Copper Entrance Facility: Charge provides for installing the cable from the C-POI to the Demarcation Point and the cost of splicing from the CLEC cable to the Qwest fire rated Central Office cable. Charge also includes racking and risers in the Central Office and labor to terminate cable to 310 block.

8.3.8.1.4 Fiber Entrance Facility: Charge provides for the fiber optic cable from the C-POI utilizing Qwest conventional single mode type of fiber optic cable to the Fiber Distribution Panel. The Collocation entrance facility includes: manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame. Charges apply per fiber pair.

8.3.8.1.5 Termination Block: Charge to recover the 310 Block with protectors to terminate CLEC Copper Entrance Facility.

8.3.8.1.6 Termination Panel: Charge to recover the Fiber Distribution Panel to terminate CLEC Fiber Entrance Facility.

8.3.8.1.7 DS1 Voltage Isolation: Charge to recover Cost of Westell 31m228U card in T1 shelf. Used to isolate DS1 signal line voltage from Qwest DSX. Charge is applied only when CLEC is transmitting a DS1 signal over copper entrance facility.

8.3.8.2 Recurring Charges

8.3.8.2.1 Copper Entrance Facility: Charges are assessed for the ongoing maintenance of the entrance facility and use of shared infrastructure such as, racking and risers.

8.3.8.2.2 Fiber Entrance Facility: Charges are assessed for the ongoing maintenance of the facility and use of shared infrastructure such as racking, risers and conduit.

8.3.8.2.3 Termination Block: Charge for the maintenance of the 310 block with protectors.

8.3.8.2.4 Termination Panel: Charge for the maintenance of the panel.

8.3.8.2.5 DS1 Voltage Isolation Charge: Labor to install and maintain Westell 31M228U T1 shelf. Charge also includes cabling, frame, and DSX panel for terminating entrance facility from the power isolation card. Charged only when CLEC is transmitting a DS1 signal over the copper entrance facility.

8.3.9 Rate Elements - DC Power Reduction Procedure

8.3.9.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form (New, Change, or Augment). Below are the additional charges that are unique to a Power Reduction/Restoration Request and will be provided to CLEC via a quote:

8.3.9.1.1 Based on the evaluation of work provided in the quote, the rates provided in Exhibit A to this Agreement apply. One QPF per application/per Collocation site will be charged, for instance when multiple feeds at the same Collocation space are reduced, restored or eliminated. Other non-recurring and recurring charges may also apply.

8.3.9.1.2 Non-recurring Charges

8.3.9.1.2.1 DC Power Reduction/Restoration QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction/Restoration request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.

8.3.9.1.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed(s)), rates will be calculated based on the work required to perform the power reduction request utilizing the standard power element charges (for example, labor, and cabling charges) included in Exhibit A. These rates will be provided to CLEC on the quote prior to work beginning.

8.3.9.1.2.3 Power Restoration Charge (assessed if power is restored): Charge associated with restoring power to a primary and/or secondary feed(s). Qwest will evaluate work required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A.

8.3.9.1.3 Recurring Charges

8.3.9.1.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power cabling and fuse position for a secondary feed(s) that has been reduced to zero amps.

8.3.10 Rate Elements - Collocation Transfer of Responsibility

8.3.10.1 Vacating CLEC will not incur charges for the transfer of the Collocation site.

8.3.10.2 Assuming CLEC's quote will reflect the following non-recurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted, and Network Systems Administrative Fee.

8.3.10.3 Non-recurring charges for processing Interconnection circuits.

8.3.11 Rate Elements - Collocation Available Inventory

8.3.11.1 Charges for sites listed within the Qwest Postings will be provided on a site-specific basis, however, pricing under the Interconnection agreement of the assuming CLEC shall be applied to the available inventory quote for the assuming CLEC. Assuming CLEC will receive a fifty percent (50%) discount on amounts for Reusable Elements, if any. Vacating CLEC may receive a potential refund from the sale of available sites, based on amounts for Reimbursable Elements and the Qwest inventoried Reusable Elements. The refund to the vacating CLEC is subject to outstanding non-recurring charges and carrying charges for the site.

8.3.11.2 The following items are charged to a CLEC acquiring a site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

8.3.11.2.1 Quote Preparation Fee (QPF).

8.3.11.2.2 Reusable elements: Qwest Inventoried components used to provision a Collocation Site. In general, these refer to the Qwest infrastructure needed to establish a Collocation site (e.g. Cage, Bays, HVAC, Cable Racking).

8.3.11.2.3 Non-recurring Collocation Rate Elements for Collocation elements that are reused, shall be available at a 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement.

8.3.11.3 Reimbursable elements: CLEC termination cabling from the vacated Collocation site to the original demarcation of the associated ICDF. DS0, DS1, DS3, Fiber termination.

8.3.11.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Interconnection Agreement without a discount.

8.3.12 Rate Elements - Joint Testing

8.3.12.1 Qwest will recover Joint Testing Process costs through a non-recurring charge identified on Exhibit A. The rate is a minimum one (1) hour Joint Testing rate and a per one-half hour charge at the same rate for time over the first hour. This charge only applies to the time needed to complete the Joint Testing.

8.3.12.2 Qwest will correct at no charge to CLEC any errors found during Joint Testing that Qwest caused or for which Qwest is otherwise responsible.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this Section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any non-material changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Central Office space Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank.
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);

- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter during or after which CLEC expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit Switching equipment requires, in writing and attached to the Application, how this equipment is necessary for access to UNEs or Interconnection. Upon Qwest's reasonable request, CLEC will provide high level equipment interface or connectivity schematic for equipment described in the Application.)
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) If desired, an alternate form of Collocation if first choice is not available; and
- j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days after receipt of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the

Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.1.5.2 Qwest shall acknowledge receipt of all Applications for Collocation within two (2) business days. If Qwest has additional information available at that time, including whether the Application for Collocation is complete, Qwest shall provide such information as well.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power, HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit Switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide the space feasibility within ten (10) Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide the space feasibility, which will include the start date of the reservation and the time period for which it is valid, and a Billing invoice for the non-refundable \$2000 Space Reservation Fee within ten (10) Days.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must submit the \$2000 Space Reservation Fee within seven (7) Days of receipt of the Billing invoice. If CLEC submits the \$2000 Space Reservation Fee and its written acceptance between eight (8) and thirty (30) Days of receipt of the Billing invoice, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the payment more than thirty (30) Days after receipt of the Billing invoice. In the event Qwest does not honor the reservation, Qwest shall promptly refund or credit at the CLEC's option, any payment made by CLEC along with a written explanation of the reason the reservation will not be honored.

8.4.1.7.3 Upon receipt of the \$2000 Space Reservation Fee, Qwest will reserve the space on behalf of CLEC in accordance with the Application and take necessary steps to ensure the availability of power, HVAC and other components

reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after receipt of the non-refundable \$2000 payment.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. The \$2000 Space Reservation Fee is non-refundable. The Space Reservation Fee will be applied against the Collocation construction for the specific Premises. Failure to use the reserved space, in the period specified in the Space Reservation Application based upon Section 8.4.1.7, will result in the forfeiture of the \$2000.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit Switching equipment – three (3) years
- c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may Option one (1) Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest under this Agreement. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) Days, the availability and start date of, and the time frame and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the non-recurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) Days of receipt of the quotation. When Qwest takes an Option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Option Space applies. The Option quote expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the non-recurring portion of the Option Fee, Qwest will Option the space on behalf of CLEC, including the contiguous space requests if available, (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, CLEC must:

- a) Submit a Collocation Application during the Option time frame; or
- b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) Days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting Party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) Days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the

Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a non-recurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for Optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Application.

8.4.1.9 Qwest shall use its best efforts to meet the intervals called for in this Agreement. The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), ICDF Collocation (Section 8.4.4) and FC Collocation (Section 8.4.9) apply to the first five (5) Collocation Applications per CLEC, per week, per state; however, Qwest shall accept more than five (5) Applications from CLEC per week, per state. If six (6) or more Collocation Applications are submitted by the same CLEC, in a one-week period, in the same state, Qwest will meet the intervals for the Applications in excess of the first five (5), unless Qwest demonstrates that the Collocation Applications received from CLEC during such one week period are an extraordinary number of complex applications. If CLEC agrees, the intervals for the Collocation Applications in excess of the first five (5) shall be individually negotiated in that state, but in no event shall the Collocation interval exceed one hundred and fifty (150) Days. If Qwest and the CLEC cannot agree on negotiated intervals, the Parties agree to an expedited escalation to upper level management for resolution. In those instances where resolution was not reached through this escalation within five (5) business days then Qwest must demonstrate to the Commission that its inability to meet the intervals for such Collocation Applications in excess of the first five (5) is due to the fact that Qwest received an extraordinary number of complex Collocation Applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application - Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the

Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete Application.

8.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.2.2 Quotation – If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon three factors – 1) whether CLEC provides its Acceptance within seven (7) Days receipt of the quotation; 2) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application; and 3) whether the Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the

Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.2.4.3 Reserved for Future Use.

8.4.2.4.4 Reserved for Future Use.

8.4.2.4.5 Intervals for Major Infrastructure Modifications – A Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.1 through 8.4.2.4.2 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Reserved for Future Use.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Application.

8.4.3.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation entrance facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending

CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon two (2) factors – 1) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and, 2) whether the Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, a new Application shall be resubmitted by CLEC.

8.4.3.4.3 Reserved for Future Use.

8.4.3.4.4 Reserved for Future Use.

8.4.3.4.5 Intervals for Major Infrastructure Modifications – A Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Reserved for Future Use.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations

within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Application. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon whether CLEC provides its Acceptance within seven (7) Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.4.4.3 Reserved for Future Use.

8.4.4.4.4 Reserved for Future Use.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not

available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days after CLEC submits a complete application for Collocation, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest, in accordance with CLEC's Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Application.

8.4.7.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, or If additional cable racking is required to accommodate CLEC's request, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. CLEC-to-CLEC

Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete Application.

8.4.8.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, or if additional cable racking is required to accommodate CLEC's request, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. Direct Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit

payment of one hundred percent (100%) of the quoted non-recurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering Facility Connected Collocation

8.4.9.1 Application – Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections (a, e, g, h and j)), Qwest will perform a feasibility study to determine whether adequate space can be found for the placement and operation of CLEC's terminations. The feasibility study will be provided within ten (10) Days from the date of receipt of a complete Application.

8.4.9.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) Days after being advised of the deficiencies.

8.4.9.2 Quotation -- Qwest will complete the quotation no later than ten (10) Days after providing the feasibility study. FC Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the termination space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in 8.4.1.6, Qwest will commence installation of the FC Collocation.

8.4.9.4 Interval

8.4.9.4.1 Timely Acceptance - If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt

of the Complete Collocation Application. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI.

8.4.9.4.2 Applications with Late Acceptance - If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.10 Ordering - DC Power Reduction/Restoration

8.4.10.1 CLEC should submit the "Collocation Application for New, Augment or Change" and indicate specific power feed(s) to be reduced/restored (e.g., eliminate/reduce or restore secondary feed(s) from sixty (60) to zero amps or reduce main feed from sixty (60) to twenty (20) amps). Under the "type of request" category CLEC should indicate that this is an Augment.

8.4.10.2 Before submitting a power Reduction/Restoration Application, CLEC's financial obligations with respect to the Collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the Collocation site and all applicable monthly recurring charges that are more than thirty (30) Days past due.

8.4.10.3 Qwest will provide CLEC a quote for additional non-recurring charges associated with the Power Reduction/Restoration Procedure based upon the rates provided in Exhibit A. All quoted non-recurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to provision the requested power reduction, restoration or elimination.

8.4.10.4 If CLEC wishes to eliminate its secondary feed, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

8.4.10.5 Applications for DC Power Reduction/Restoration may be submitted only for Collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

8.4.11 Ordering - Collocation Transfer of Responsibility

8.4.11.1 The Transfer of Responsibility process requires submission of the Transfer of Responsibility Application Form containing information for both the vacating and the assuming CLEC.

8.4.11.2 Transfer of Responsibility Application Form can be found on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/Collocation.html>.

8.4.11.3 The Transfer of Responsibility request should be submitted to colo@qwest.com and rfsmet@qwest.com simultaneously.

8.4.11.4 Qwest will provide to the assuming CLEC a quote for Transfer of Responsibility within ten (10) Days after validation of the application. CLEC will have thirty (30) Days to accept such quote.

8.4.11.5 Once the assuming CLEC has accepted the quote by paying 100% of the non-recurring charges, Qwest will send a preliminary Alternative Point of Termination (APOT) to the assuming CLEC within three (3) Days of receipt. Information from the APOT is necessary for submission of LSR orders (if there are working circuits). Qwest will also inform the CLECs of the RFS date and when all LSR orders for the transfer (if applicable) will need to be submitted. Qwest will provide CLEC with a final APOT upon completion of the Transfer of Responsibility.

8.4.11.6 The interval for completing the Collocation conversion:

8.4.11.6.1 Collocation Transfer of Responsibility without working circuits – twenty-one (21) Days from quote acceptance.

8.4.11.6.2 Collocation Transfer of Responsibility with working circuits for transfer of a single site with working circuits the completion interval is fifty (50) Days from quote acceptance, assuming that the total number of working circuits is less than one thousand (1,000).

8.4.11.6.3 Collocation Transfer of Responsibility Applications submitted for multiple sites will be handled on an ICB through formal project management regardless of the number of working circuits. Subsequent Collocation Transfer of Responsibility Applications received within sixty (60) Days of the original submission will also be handled on an ICB.

8.4.12 Ordering - Available Inventory

8.4.12.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" available on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/Collocation.html>. Qwest will provide CLEC with a feasibility study within ten (10) Days after receipt of the application. Qwest will provide CLEC with a quote within twenty-five (25) Days after providing the feasibility study. Price quotes will be honored for thirty (30) Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC's acceptance of the quoted charges.

8.4.12.2 Qwest will process and implement the applications for Collocation sites identified in the Qwest Postings after Collocation Acceptance, as described in Section 8.4.1.6. The Collocation Intervals for the type of Collocation site being acquired, as set forth in this Agreement, shall apply.

8.4.13 Ordering - Joint Testing

8.4.13.1 CLEC is required to submit a request for Joint Testing by either checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by submitting the separate Joint Testing Application Form.

8.4.13.1.1 Upon receipt of a complete Application Form, Qwest will contact CLEC using CLEC contact information provided to set up a mutually agreeable testing time based upon the scheduled RFS date.

8.4.13.1.2 If CLEC uses a separate Joint Testing Application Form, Qwest will contact CLEC within 10 Days after receipt to set up a mutually agreeable test time.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining non-recurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining non-recurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining non-recurring charges, Qwest will schedule with CLEC a walk through of the space. During this joint walk through, Qwest will turn over access to the space and provide security access for the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package. The monthly Billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) Days of the RFS, Qwest shall activate the monthly recurring charges.

8.5.4 Reserved For Future Use

8.5.5 Billing - DC Power Reduction

8.5.5.1 Qwest will begin Power Reduction upon receipt of payment by CLEC of the quoted charges. Billing to CLEC for the reduced power is effective as of the date of the application.

8.5.5.2 CLEC will be required to pay a Power Maintenance Charge for power cabling and fuse positions for secondary feed(s) that are held. Recurring Billing for the Power Maintenance Charge to hold the power cabling and fuse position for the secondary feed(s) will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

8.5.6 Billing - Collocation Transfer of Responsibility

8.5.6.1 The actual transfer of operational and financial responsibility for the Qwest Transferred Services shall not become effective until: (i) such Services Transfer Agreement is fully executed by both Parties and Qwest, (ii) Qwest receives payment in full for the Transfer of Responsibility as provided in Section 8.4.11.5, and (iii) the Transferred Services are available for use by Transferee. The occurrence of the foregoing constitutes the completion of the Transfer of Responsibility.

8.5.6.2 Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Transfer of Responsibility request. Qwest will then begin to bill the assuming CLEC for all recurring charges based on the assuming CLEC's Interconnection Agreement, and cease Billing recurring charges for the vacating CLEC.

8.5.6.3 Assuming CLEC will be responsible for the monthly charges for the working circuits and charges for the transfer of the working circuits (if applicable).

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 p.m. (local time) and after business hours are after 5:00 p.m. and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other “Existing Rules” relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared (such as Shared Transport). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all State wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated under the Act to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement. CLEC will be responsible for any construction charges (related to POLR/ETC or otherwise) for which a Qwest End User Customer would be responsible under substantially similar circumstances. Likewise, if a Qwest End User Customer would not be responsible for construction charges (related to POLR/ETC or otherwise), then CLEC will have no responsibility for construction charges under substantially similar circumstances.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing internal engineering job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, Qwest shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, Qwest will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, Qwest will determine if the current job can be augmented.

(a) If so, Qwest will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to augment adds cost to the engineering job and only to the same extent a Qwest End User Customer would be responsible for such additional costs.

(b) If not, Qwest will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing service order, the CLEC service order will remain open. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLEC's request as follows:

9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice **indicating** that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC's order will be assigned to it. The CLEC's order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to

change the Due Date to a later date.

9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of thirty (30) business days. Qwest shall send such jeopardy notice to CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date.

(i) If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.

(ii) If facilities do not become available to fill the order within that thirty (30) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.

(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:

(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or

(b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded Qwest outside plant engineering jobs that exceed \$100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services

contemplated by this Section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per termination. The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation or FC Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or
- e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLECs use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that (i) will affect CLEC's performance or ability to provide service or (ii) will affect network Interoperability. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than 3 business days in advance of the Qwest dispatch and within 3 business days after completing the maintenance or modernization activity. In the event of an emergency (i.e., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within 3 business days after completing the emergency maintenance or modernizing activity.

9.1.10 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.11 Miscellaneous Charges are defined in Section 4. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

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 Customer Premises. The Local Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

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

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local Switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

It is a Qwest practice to reuse IOF facilities whenever the entire IOF copper plant is retired and replaced by fiber and the facilities are in good enough condition to use as Loop facilities. These facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

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

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

equipment.

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

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

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

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in its network CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are State service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum State technical performance standard. If necessary to meet the State standards, Qwest will, at no cost to CLEC, add or 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. Qwest will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Qwest may re-designate fully retired facilities for itself as well as CLEC. Digital Loops may use a single or multiple

transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at accessible terminals including DSXs, FDPs or equivalent in the Central Office, Customer Premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Non-recurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 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 a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge. These charges will not apply if CLEC establishes that the Loop Qwest provided does not meet the Commission's minimum voice grade performance standards, Nebraska Rule 291-5-002.13, unless Qwest later finds and establishes to CLEC that the requested conditioning caused the voice degradation. CLEC may be entitled to a credit of conditioning costs already paid to Qwest, if Qwest fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half of the conditioning

charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Taps).

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

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77384 (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 Customer 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 (DS3).

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

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any

future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital Loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement.

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

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: <http://ecom.qwest.com>. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, bridges taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

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

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is

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

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

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

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 Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

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

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

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

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation 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 Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

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

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

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

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer Premises. The COT and Field

Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

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

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

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

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

9.2.2.9.5.1 For an existing End User Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User Customer 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 non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

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

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

2-Wire and 4-Wire Non-Loaded Loops

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

Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

Basic Rate ISDN and xDSL-I Capable Loops

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

Insertion Loss = ≤ 40 dB at 40 kHz

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

DS1 Capable Loops

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

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

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

Insertion Loss = ≤ 41 dB at 196 kHz

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

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

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

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

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one Person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one Person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest

agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

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

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL) in Sections 9.23.3.9.3 and 9.23.8 of this Agreement. 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.

9.2.2.11 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. Network maintenance and modernization activities will result in transmission parameters that are within transmission limits of the Unbundled Loop, ancillary or Finished Service ordered by CLEC. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than 3 business days in advance of the Qwest dispatch and within 3 business days after completing the maintenance or modernization activity. In the event of an emergency (i.e., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within 3 business days after completing the emergency maintenance or modernizing activity.

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

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

9.2.2.13 Facilities and lines Qwest furnishes on the Premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said Premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or,

upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit Section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

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

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

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

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

9.2.3 Rate Elements

The following recurring and non-recurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and Extension Technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-recurring rates.

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

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

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

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

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

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

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

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

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this 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 Customer, CLEC shall be responsible for obtaining and maintaining a Proof of Authorization as required by applicable federal and State law, as amended from time to time.

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

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

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

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

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

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

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

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

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

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or

network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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

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

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

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

9.2.4.10 Out of Hours Coordinated Installations.

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

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

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

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 Maintenance and Repair

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

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply if the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service Charge. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are 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 CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

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

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever 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 T1 technology 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 or Commission rules and orders and industry standards.

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

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when

voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a State commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 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.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 A Subloop is defined as any portion of the Loop that it is Technically Feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single Point of Interconnection, Main Distribution Frame, Remote Terminal, Feeder Distribution Interface (FDI), Serving Area Interface (SAI) or at an intermediate distribution frame in the Qwest Central Office. This Section does not address Dark Fiber Subloop which is addressed in Section 9.7. Inside wire that is not owned by Qwest is not a Subloop element.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any Collocation or other Provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) DS1 Capable Unbundled Feeder Loop
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the building terminal.

9.3.1.3.2.1 Reserved for Future Use.

9.3.1.3.2.2 Reserved for Future Use.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest where it is Technically Feasible outside of the Central Office location. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal (e.g. FDI/SAI). The terminal block allows a Qwest technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 A FCP within a Qwest accessible terminal creates a cross-connect

field to support Subloop unbundling.

9.3.1.4.2.1 The terms, conditions, intervals and rates for FCP are found within section 9.3.

9.3.1.4.2.2 Placement of CLEC equipment in a Qwest Premises that requires power and or heat dissipation is governed by the Terms of Section 8 and does not constitute a FCP.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, the FCP may be placed in an adjacent terminal. CLEC will have physical access to the splice points at Qwest's accessible terminal (e.g. FDI/SAI), when accompanied by a Qwest technician. Such access is only for the purpose of Maintenance and Repair.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to

determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal non-recurring charge in addition to the Unbundled Loop installation non-recurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the non-recurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer Premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable. If Qwest does not own the intrabuilding cable, AT&T has the right to access such cable directly from the property manager or owner. Access to the Qwest NID will be in accordance with Section 9.5.2.3.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one Person or entity, on which there are multiple buildings.

9.3.2.2 Feeder Loops

9.3.2.2.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as an access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accord with Section 9.3.5.4.1.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. In such instances, CLEC shall pay Qwest a reasonable non-recurring charge, which shall be ICB, based on the scope of the work required. If CLEC requests that a new SPOI be established, then CLEC shall pay Qwest a non-recurring charge that shall be ICB, based on the scope of the work required. If the MTE terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross-connect field and Demarcation Point. Charges for such rearrangement shall be recovered through recurring termination charges.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis, but shall be no more than ninety (90) Days unless agreed to by AT&T.

9.3.3.7.3 CLEC may cancel a request to construct an MTE-POI or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of

necessary costs previously incurred by Qwest as well as costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.3.8.1 For those locations where CLEC is serving Customers, Qwest shall provide CLEC notice that an agreement has been reached with the building owner to move the Demarcation Point in the owner's MTE to the minimum point of entry. The Qwest notice will provide the timeframe for when the Demarcation Point will be moved to the minimum point of entry. Qwest shall provide such notice within ten (10) business days after the agreement has been reached.

9.3.3.8.2 CLEC shall have the option of moving its service to the newly established Demarcation Point or negotiating with the building owner connecting to the wiring as previously provided. Qwest shall make the appropriate Billing adjustments as of the date a newly established Demarcation Point is active.

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 With the exception of an MTE Terminal, Unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation are required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Qwest will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this

Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the FCP process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the FCP Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5 Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support

Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's facilities. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its facilities and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC may elect to ask the MTE owner whether it owns or controls on-Premises wiring at an MTE. If the owner fails to claim or disclaims ownership of such on-Premises wiring or if CLEC elects not to ask such MTE owner, CLEC shall request that Qwest make a determination of whether Qwest owns or controls the on-Premises wiring ("an MTE Ownership Request"). CLEC shall make an MTE Ownership Request no later than ten (10) Days before CLEC begins construction of facilities to provide local services at an MTE. Qwest shall reply to an MTE Ownership Request within (a) ten (10) Days, if CLEC's request is the first request for access at such MTE or (b) two (2) business days, if Qwest has previously confirmed ownership or control of wiring at such MTE. In the event CLEC provides Qwest with a written claim by an MTE owner, or authorized Person thereof, that such owner owns the facilities on the Customer side of the terminal, the ten (10) Day period shall be reduced to five (5) Days from Qwest's receipt of such claim. Qwest's investigation into its ownership and control of on-Premises wiring and Qwest's reply to the MTE Ownership Request shall be at no cost to CLEC.

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-Premises wiring as provided in Section 9.3.5.4.1 above within ten (10) Days after CLEC submits an MTE Ownership Request, or if ownership or control of on-Premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay the CLEC's use of the on-Premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-Premises wiring and if Qwest demonstrates that the facility used by CLEC is on-Premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will

compensate Qwest for the use of such on-Premises wiring, according to rates set forth in this Agreement, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Reserved for Future Use.

9.3.5.4.5.2.1 Reserved for Future Use.

9.3.5.4.5.2.2 Reserved for Future Use.

9.3.5.4.5.2.3 Reserved for Future Use.

9.3.5.4.5.2.4 Reserved for Future Use.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-Premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a FCP Application Form to Qwest. The FCP Application Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP is complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning a FCP, which begins upon Qwest's receipt of a complete FCP Application form from CLEC. A complete FCP Application form shall contain the following; End User Customer address, Central Office CLLI code, cable size, cable gauge, quantity of cables, Line Sharing (if applicable), and Loop ordering information.

9.3.5.5.2.1.1 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A FCP in a detached terminal shall be provisioned within ninety (90) Days from Qwest's receipt of a complete FCP Application.

9.3.5.5.2.1.3 If Qwest denies a request for FCP in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make FCP impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original FCP Application date for determining RFS unless

both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining non-recurring charges shall be due upon the RFS date. Upon completion of the construction activities and payment of the remaining non-recurring charge, Qwest will schedule with CLEC an inspection of the FCP if requested and Qwest will provide CLEC with the necessary Subloop ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP Application, is unable to schedule the inspection with CLEC within twenty-one (21) Days after the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP Charge: Acceptance – After receipt of a FCP Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FCP Application. A FCP Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

9.3.6.3.2 Any Remote Collocation which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Non-recurring Jumper Charge: CLEC will be charged a non-recurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - CLEC will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Non-recurring Jumper Charge – If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a non-recurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

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 Customer'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 Customer by Qwest. This Section does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 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 Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are Technically Feasible, Qwest will allow CLECs to line share in that manner, provided, however, that (i) the rates, terms and conditions for Line Sharing may need to be amended and (ii) if Qwest demonstrates that such Line Sharing method is not Technically Feasible, Qwest need not afford the access identified.

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 Customer as provided for in this Section, and the End User Customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the End User Customer with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the End User Customer 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 Customer 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 Customer's analog voice-grade POTS service. Based on the pre-order 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; 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.

9.4.2.2 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, 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 the Agreement.

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 (1) 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 COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) 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 Section 8 (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 CLEC's 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. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place POTS Splitters on the COSMIC/MDF. 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. 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 (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one 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 COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

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 Rate Elements

9.4.3.1 Recurring Rates for Shared Loop

9.4.3.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.3.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.3.2 Non-recurring Rates for the Shared Loop

9.4.3.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed by Qwest will apply. If CLEC requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess Bridged Taps.

9.4.3.3 Non-recurring Rates for Tie Cable Reclassification

9.4.3.3.1 Reclassification Charge - A non-recurring 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 restenciling, and any other work performed between CLEC's Collocation and the ICDF required to provision Line Sharing.

9.4.3.4 Non-recurring Rates for Maintenance and Repair

9.4.3.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with Section 12.3.4.

9.4.3.4.2 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 non-recurring charge will apply in accordance with Exhibit A.

9.4.3.5 Rates for Common Area Splitter Collocation

9.4.3.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor. These are both recurring and non-recurring charges.

9.4.3.5.2 POTS Splitter Charge – A non-recurring 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.

9.4.3.6 POTS Splitter TIE Cable Connections Charge – A non-recurring 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 100 pair between the POTS Splitter and the ICDF.

9.4.3.7 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 established by the Commission.

9.4.4 Ordering Process

9.4.4.1 Shared Loop

9.4.4.1.1 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 and at its risk, 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.

9.4.4.1.2 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customer in accordance with the Proof of Authorization Section.

9.4.4.1.3 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 COSMIC™/MDF and ICDF.

9.4.4.1.4 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.

9.4.4.1.4.1 Qwest will test for electrical faults (e.g., opens and/or foreign voltage) on shared Loops as part of basic installation. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF.

9.4.4.1.5 Qwest will provision the Shared Loop within the standard Unbundled Loop Provisioning interval, as defined in Exhibit C.

9.4.4.1.6 CLEC shall not place orders for Shared Loops until all 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.

9.4.4.2 Common Area Splitter Collocation

9.4.4.2.1 This Section only applies to situations where CLEC orders placement of the Splitter in a common area.

9.4.4.2.2 New POTS Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. Standard intervals as contained in Exhibit C will apply.

9.4.4.2.3 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 intervals as contained in Exhibit C will apply.

9.4.4.3 TIE Cable Reclassification

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

9.4.5 Repair and Maintenance

9.4.5.1 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.

9.4.5.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at End User Customer Premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at End User Customer Premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its End User Customers. 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 using MLT so long as testing does not interfere with Qwest voice service to any greater degree than comparable testing performed by Qwest. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.4.5.3 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 Wholesale website. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.5.3.1 If an End User Customer 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 Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service provided to an End User Customer over a Shared Loop without the

written permission of CLEC unless the End User Customer's voice service is so degraded that the End User Customer cannot originate or receive voice grade calls. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

9.4.5.3.2 Qwest and CLEC are responsible for their respective End User Customer base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective End User Customers.

9.4.5.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF. 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 Maintenance of Service Charge. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket.

9.4.5.3.4 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. 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.

9.4.5.4 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 empty 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.

9.4.5.5 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.

9.4.5.6 Qwest and CLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.4.6 Other

9.4.6.1 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling CLEC orders for the HUNE; (ii) Qwest's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) Qwest's ability to make Loop assignments for the existing and forecasted

volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop End User Customer; (vi) CLEC's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess Bridged Taps.

9.4.6.2 Reserved for Future Use.

9.4.6.3 Reserved for Future Use.

9.4.6.3.1 Reserved for Future Use.

9.4.6.3.2 Reserved for Future Use.

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of Interconnection of on-Premises wiring and Qwest's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a Premises. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-Premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer Premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer Premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-Premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-Premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on Premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-Premises wiring to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User Customer's on-Premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the Premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on

the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-Premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the Premises served.

9.5.2 Terms and Conditions

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross-connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide

scale basis. At CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest

performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

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

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving

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

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

9.6.1.3 In conjunction with an E-UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver three (3) DS3s or 84 DS1s; at OC12 a payload of four (4) 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of four (4) OC12s or sixteen (16) OC3s or forty-eight (48) DS3s.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous Dedicated Transport element from one point to another.

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

assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, CLEC may utilize any form of Collocation for UDIT that terminates in Qwest Wire Centers. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.6.2.4 CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with Local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2.

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

9.6.2.6 At the terminating location for each EUDIT delivered to a POI outside the Qwest Wire Center, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow termination of an EUDIT on the electronics and card the electronics to permit EUDIT to have the full features and functionalities of the electronics.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

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

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element.

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

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

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- e) DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

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

- a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

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

- a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate

element, a per-mile rate element, as described below, also applies.

- b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.
- e) OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

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

- a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.
- e) OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

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

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

applies.

- b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.
- e) OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

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

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

- a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.
- b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

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

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

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

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Agreement and include the following charges:

- a) Recurring Remote Node Charge. The Remote Node at OC3, OC12 or

OC48.

- b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC3, OC12.
- c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in Section 12 of this Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

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

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

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

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or
- b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) Days before such original Due Date.

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

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

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

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

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

9.6.4.6 Reserved for Future Use.

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6.6 Rearrangement

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

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

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

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer

premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes a deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an End User Customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with section 9.1.2. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF subject to the following conditions:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;

9.7.2.2.2.4 Space exists for CLEC splice case;

9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;

9.7.2.2.2.6 CLEC shall not have access to Qwest's splice case;

9.7.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;

9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;

9.7.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC;

9.7.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;

9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and

9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E -UDF is defined as providing a minimum of OC -3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

- a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.
- b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written

notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 CLEC shall not use UDF that is part of Loop-transport combination, as a substitute for special or Switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its End Users over the UDF as set forth by the FCC (See 9.23.3.7.2).

9.7.2.10 Upon thirty (30) Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E –UDF unless Loop and transport combinations are ordered. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Central Offices within a UDF or at Central Offices where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Central Offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the End User

premises. All negotiations with the premises End User and or premises owner are solely the responsibility of CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing end-user premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: Qwest and CLEC shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC must provide light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or End User Customer premises.

9.7.2.17.3 E-UDF: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

9.7.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow CLEC to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPS or equivalent in the Central Office, Customer premises or at Qwest owned outside plant location (e.g. CEV, RT or hut).

9.7.2.20 Qwest shall allow CLEC to access Dark Fiber that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to Dark Fiber with the connecting Local

Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an End User premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

9.7.3.1.1 CLEC must submit a UDF inquiry through its account team. CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b), Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Reserved for Future Use.

9.7.3.3.3 Termination at Qwest Wire Center, End User premises or CLEC Wire Center: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end user premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 9.7.3.1 of this Agreement and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in sections 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

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

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

- a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is

available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest Customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an End User premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) Days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and Customer premises (i.e., IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

c) Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

b) UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the Customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.
- b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the Customer premises or an appropriate outside plant structure.
- c) UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

- a) E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair.
- b) E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center.
- c) E-UDF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for E-UDF.

9.8 Shared Interoffice Transport

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one Carrier, including Qwest, between End Office Switches, between End Office Switches and tandem Switches (local and access tandems), and between tandem Switches.

9.8.2 Terms and Conditions

9.8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the Switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

9.8.2.2 CLEC may custom route operator services or Directory Assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

- a) Provide Shared Transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.
- b) Provide Shared Transport transmission facilities between End Office Switches, between End Office and Tandem Switches, and between tandem Switches in its network.
- c) Permit CLEC that purchases unbundled Shared Transport and unbundled Switching to use the same routing table that is resident in Qwest's Switch.
- d) Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, Customers to whom CLEC provides local Exchange Service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared Transport is assumed to be the choice of routing when ordering a Port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the PCAT.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a Near Real Time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS Ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one End User Customer to another). The DCS Port is connected to the Demarcation

Point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE Ports to its elements or CLEC designated equipment. If CLEC desires DS0 Port functionality, CLEC will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level Ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's End User Customers.

9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

- 9.9.3.1.1 DS1 Port;
- 9.9.3.1.2 DS3 Port;
- 9.9.3.1.3 Dial Up Access; and
- 9.9.3.1.4 Attendant Access.

9.9.3.2 Non-recurring rate elements include:

- 9.9.3.2.1 DS1 Port;
- 9.9.3.2.2 DS3 Port; and
- 9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

9.10 Local Tandem Switching

Qwest shall provide access to local tandem Switching in a non-discriminatory manner according to the following terms and conditions.

9.10.1 Description

9.10.1.1 Access to local tandem Switching includes the facilities connecting the trunk distribution frames to the Switch and all the features, functions, and capabilities of the Switch itself, including those facilities that establish a temporary transmission path between two other Switches, but does not include the transport needed to complete the call. The local tandem Switching element also includes the features, functions, and capabilities that are centralized in local tandem Switches and their adjuncts, if any, rather than in separate End Office Switches.

9.10.1.2 In the event that a Qwest Wire Center subtends only an access tandem, and does not subtend a local tandem, Qwest will provide unbundled access to such access tandem.

9.10.2 Terms and Conditions

9.10.2.1 If CLEC obtains its local tandem Switching from a third party tandem provider, tandem-to-tandem connections will be required between Qwest and the third party tandem provider. The tandem-to-tandem connections must be Local Interconnection trunk-type connections, and will be provided by CLEC. CLEC may provide the trunks itself, purchase them from a third party, or may purchase them from Qwest.

9.10.2.2 The requirement to provide access to unbundled local tandem Switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a Switch trunk card; (ii) the base Switching function of connecting trunks to trunks; and (iii) the feature, functions, and capabilities that are centralized in local tandem Switches and their adjuncts, if any (as distinguished from separate End Office Switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment in a Qwest local tandem.

9.10.2.3 Technical Specifications

9.10.2.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia GR-540-CORE, LSSGR Tandem Supplement and GR-1149-CORE. The requirements for Tandem Switching include, but are not limited to the following:

9.10.2.3.2 Tandem Switching shall provide signaling to establish a tandem connection;

9.10.2.3.3 Tandem Switching shall provide screening and routing **as** contained within 4.2.6.8, "Vacant Code Screening" of GR-540;

9.10.2.3.4 Tandem Switching shall provide recording pursuant to under Tandem CAMA Billing through AMACS, within 4.2.10.1 of GR-540;

9.10.2.3.5 Tandem Switching shall be operationally consistent within Intelligent Network and Advanced Intelligent Network (IN/AIN) as described in GR-540 and GR-1298-CORE;

9.10.2.3.6 Tandem Switching shall be consistent with GR-540 and GR-1227-CORE with respect to Operator Systems;

9.10.2.3.7 Tandem Switching shall not interfere with access to Toll Free number portability database as designated by CLEC;

9.10.2.3.8 Tandem Switching shall provide all trunk Interconnections discussed under Section 7 of this Agreement (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.10.2.3.9 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911;

9.10.2.3.10 Tandem Switching shall provide connectivity to Transit Traffic to and from other Carriers;

9.10.2.3.11 Tandem Switching shall accept connections (including the necessary signaling and trunking Interconnections) between end offices, other tandems, LECs, and other CLEC Switches;

9.10.2.3.12 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC);

9.10.2.3.13 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed;

9.10.2.3.14 Qwest shall perform routine testing and fault isolation on the underlying Switch that is providing Tandem Switching and all its Interconnections. When requested by CLEC, the results and reports of the testing shall be made immediately available to CLEC; and

9.10.2.3.15 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on QWEST traffic (e.g., Qwest shall not block CLEC traffic and leave Qwest's traffic unaffected or less affected).

9.10.3 Rate Elements

9.10.3.1 A DS1 Tandem Trunk Port is a 4-wire DS1 Trunk Side Switch Port terminating at a DS1 Demarcation Point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group

members.

9.10.3.2 Use of local tandem Switching is billed on an originating per minute of use basis.

9.10.4 Ordering Process

9.10.4.1 Requests for DS1 Tandem Trunk Port(s) must be followed by separate order(s) to channelize trunk Ports into DS0 trunk group and members as defined in the UNEs – UDIT Section of this Agreement.

9.10.5 Maintenance and Repair

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

9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses line-side and Trunk Side facilities, plus the features, functions, and capabilities of the Switch, either host or remote. The features, functions, and capabilities of the Switch include the basic Switching function, as well as the same basic capabilities that are available to Qwest's End User Customers. Unbundled Local Switching also includes access to all vertical features that the Switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer Exchange Access and termination of EAS/local traffic.

9.11.1.1.1 CLEC is not required to use Qwest's Directory Assistance Services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. CLEC may arrange to provide access to its own, or to a third party's Directory Assistance or operator services platform with its unbundled Switching elements and UNE-P Combinations.

9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 Remote Terminal under the following conditions:

9.11.1.1.2.1 The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be

compatible with the existing Qwest GR-303 interface.

9.11.1.1.2.2 The transport between the Qwest Switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the Demarcation Point will be at a physical cross-connect point at the RT. If transport is provided by CLEC, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.

9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.

9.11.1.1.2.4 The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.

9.11.1.1.2.8 The Parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this Section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this Section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

9.11.1.2 Qwest's trunk Ports are utilized to access routing tables resident in Qwest's Switch, as necessary to provide access to Shared Transport. Shared Transport is described earlier in this Section of this Agreement.

9.11.1.3 Unbundled local switching also permits CLEC to purchase a dedicated trunk Port on the local Switch. CLEC may direct originating traffic to such a dedicated trunk

via customized routing.

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are individually available and are listed in Exhibit E of this Agreement. The Special Request Process contained in Exhibit F of the Agreement shall be used when ordering the activation and/or loading of vertical features on a Switch, that are not currently activated or loaded on the Switch. If features that are loaded on Qwest's Switch (es) are migrated to AIN for Qwest's own use, the Switch software for such features will be retained on the Qwest Switch (es) for the use of CLEC and CLECs End User Customers.

9.11.1.4 Line Ports include:

- a) Analog Line Port; and
- b) Digital Line Port.

9.11.1.5 Trunk Ports include but are not limited to:

- a) DS1 Trunk Port (including Local Message);
- b) PRI ISDN Trunk Port;
- c) DID/PBX Trunk Port;
- d) DS3 Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement; and
- e) OCN Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement.

9.11.1.6 The following are attributes of line Ports consistent with Commission Rules and include but are not limited to:

- 9.11.1.6.1 Telephone number
- 9.11.1.6.2 Directory Listing
- 9.11.1.6.3 Dial Tone
- 9.11.1.6.4 Signaling (Loop or ground start)
- 9.11.1.6.5 On/Off Hook Detection;
- 9.11.1.6.6 Audible and Power Ringing
- 9.11.1.6.7 Automatic Message Accounting (AMA Recording);
- 9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and
- 9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line Port is a two wire interface on the line-side of the End Office Switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side Port to provide the connection from the MDF to the Demarcation Point, except in the case of UNE Combinations of the Loop and Port. The analog line Port enables CLEC to access vertical features.

9.11.1.8 Reserved for Future Use.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Reserved for Future Use.

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 Trunk Side Switch Port that is extended to the trunk main distributing frame and is connected to the Demarcation Point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 Trunk Side Switch Port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility Port.

9.11.1.11.1.1 PRI ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central Office.

9.11.1.11.1.3 The PRI Central Office trunk Port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit switched Data (only).

9.11.1.11.1.4 Reserved for Future Use.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID Ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

9.11.1.12 Analog Trunk Ports

9.11.1.12.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the Customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going

calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

9.11.2 Terms and Conditions

9.11.2.1 CLEC may access all vertical features that are loaded in Qwest's End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a Switch, appropriate recurring and non-recurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local Switch Ports include CLEC use of Qwest's signaling network for traffic originated from the line-side Switching Port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled Switch Port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section of this Agreement.

9.11.2.4 The line-side Port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Trunk Side Port includes the connection between the End Office Switch and the TMDF. The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for line-side and Trunk Side Ports shall be as described earlier in this Section. Neither ITP charge applies to the purchase of UNE Combinations of Switching and Loop.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, at a given End-User Customer location, and is therefore not available at UNE rates, when CLECs End User Customers to be served with Unbundled Local Switching has four (4) access lines or more at such locations and the End User of the lines is located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates at a given location when CLECs End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at such location and the End User of the lines is located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999. Qwest has not implemented market-based rates for stand-alone Unbundled Local Switching nor for Unbundled Local Switching as supplied with UNE-P combinations. Qwest currently offers stand-alone Unbundled Local Switching and UNE-P combinations in all Qwest geographic locations at TELRIC rates. However, Qwest reserves the right to charge on a prospective basis market-based rates for stand-alone Unbundled Local Switching and for Unbundled Local Switching as supplied with UNE-P combinations as described in

Section 9.11.2.5. Qwest may apply such charges only after providing CLEC with thirty (30) Days advance written notice.

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
NONE		

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customer's locations it intends to serve with UNEs have four access lines or more at a given location in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. For those End User Customer locations served by four access lines or more at a given location, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an End User Customer location within a Wire Center specified above.

9.11.2.5.3 This exclusion will not apply in Wire Centers where Qwest has held orders for transmission facilities needed for EELs or where CLECs are unable to obtain sufficient Collocation space to terminate EELs or where CLEC orders an EEL and Qwest cannot provision the service.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a Loop shall not count as a second line.

9.11.2.5.6 End-user Customers shall be considered individually in MTE buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the Customer of record.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this Section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching

elements or UNE-P lines within sixty (60) Days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one line.

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary Directory Listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk Ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an Individual Case Basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled Switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement shall be modified to include provision for disclosure of network interface changes.

9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of unbundled local switching. UNE Rates apply unless the End User Customer location to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk Ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk Port, first trunk and each additional trunk.

9.11.3.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer location to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer location to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing Port.

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated Vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Agreement.

9.11.4.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.

9.11.4.3 Vertical features that are loaded in a Switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 Vertical features that are not loaded in a Switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.

9.11.4.5 Unbundled local Switch Ports are required when ordering unbundled Shared Transport as described in the PCAT.

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA Exchange Access in the form of either the actual usage or a negotiated or State-approved surrogate for this information.

9.11.5.2 Retail Service(s)

Qwest shall provide CLEC with information necessary for CLEC to bill its End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers.

9.11.5.3 Local Usage

Qwest shall record and provide to CLEC local/EAS usage data for originating, but not terminating, local traffic, including but not limited to Transit Traffic. Until such time that Qwest provides CLEC with local/EAS usage data for terminating local traffic, Qwest shall not charge CLEC for terminating minutes of use.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's End Users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and Directory Assistance. Customized routing is a software function of a Switch. Customized Routing may be ordered as an application with resale or Unbundled Local Switching or combinations of Unbundled Local Switching and other UNEs.

9.12.1.2 CLEC may elect to route its End User Customers' traffic in the same manner as Qwest routes its End User Customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 CLEC has two (2) options by which to route its End User Customers' calls:

a) CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

b) CLEC may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of

Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an Individual Case Basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for Directory Assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an Individual Case Basis for each Switch in which the code is deployed.

9.12.4 Ordering Process

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the PCAT for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and Desired Due Dates.

9.12.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested, CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If CLEC elects to route their End User Customers' calls in the same manner in which Qwest routes its End User Customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

9.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Reference the Maintenance and Repair processes contained in this Agreement.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17. Access to Qwest's signaling network provides for the exchange of signaling

information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its Switches and Qwest's Switches, and between CLEC's Switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from a CLEC Switch via unbundled transport between CLEC's Switch and Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own Switches to STPs. Qwest will offer unbundled access to its signaling network to CLECs that request signaling as an Unbundled Network Element or as part of a UNE Combination. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

9.13.1.3 Optional features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an Individual Case Basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using Unbundled Network Elements (UNEs) as defined in Section 9.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal Switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

9.13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both Qwest and CLEC are obligated to follow existing industry standards as described in Telcordia documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and Qwest Technical Publication 77342.

9.13.2.4.2 CLEC's Switch or network SS7 node must meet industry and Qwest certification standards.

9.13.2.4.3 Unbundled transport facilities as identified in Section 9 of this Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI and at DS0A in a Collocation in the Qwest STP Wire Center. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, in accordance with FCC requirements, when received from another Carrier or from the telephone equipment of the End User Customer.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where Technically Feasible.

9.13.2.4.6 Provisions relating to call related databases (i.e., 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.

9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both non-recurring and monthly recurring rates may be applicable. ISUP Message rating applies to all terminating messages traversing the CLEC's SPOI. TCAP Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

9.13.3.1 Non-recurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.

9.13.3.2 Recurring Rates

9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

9.13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.

9.13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for Switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.4 Ordering

9.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Link Data Sheet during the service activation meetings.

9.13.4.2 Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

9.13.4.3 Due Date intervals for CCSAC/SS7 will be established on an Individual Case Basis.

9.13.5 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.14 AIN Services

9.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable Switches.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an Individual Case Basis. The elements are also combined on an Individual Case Basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its End User Customers any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the Provisioning of these AIN services. CLEC will be able to populate data for Provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

9.14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable Switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating Switch.

9.14.2 Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process as described in this Agreement. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's Switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in this Section) that is transporting the AIN query.

9.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for Provisioning the Call Processing Record (CPR) in the SCP.

9.14.2.2.4 Each End User Customer line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its Switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test CLEC Switch for AIN message transmission to assure quality performance as described in this Section. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time non-recurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an Individual Case Basis and is coordinated through the Qwest account manager and product manager. Due Date intervals for the proposal phase are detailed below:

- a) Within five (5) business days of an inquiry, Qwest will provide CLEC with the Service Request Form.
- b) Within ten (10) business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.
- c) Within fifteen (15) business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.
- d) Qwest will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.
- e) Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.
- f) Within ninety (90) business days of End User Customer approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable Due Dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest End User Customers.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten Days. Qwest will also establish translations at the STP to allow query access from CLEC Switch within ten Days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.15 Interconnection to Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) Storage

9.15.1.1 Description -- LIDB Storage

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, Billing or service restrictions and the sub-account information to be included on the call's Billing record.

9.15.1.1.2 Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia's TR-NWP-000029, Section 10).

9.15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

9.15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee may be charged for the initial load of CLEC's data into LIDB.

9.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

9.15.2 Line Validation Administration System (LVAS) Access

9.15.2.1 Description -- LVAS Access

9.15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle that audits stored information and assures accurate responses.

9.15.2.1.2 LVAS access is available only to facility-based CLECs.

9.15.2.2 Terms and Conditions -- LVAS Access

9.15.2.2.1 CLEC will provide Qwest with the following information:

- a) The LIDB service requested (i.e., calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);
- b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- c) The NPA NXX and signaling point codes for the operator or End Office Switches from which queries are launched;
- d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;
- e) The identity of CLEC's operator services provider for ABS queries;
- f) Intentionally Left Blank; and
- g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

9.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.

9.15.2.2.3 Within one business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.

9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.

9.15.2.2.5 Reserved for Future Use.

9.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

9.15.2.3 Rate Elements -- LVAS Access

9.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest for all charges Qwest incurs relating to the input of CLEC's End User Customer line record information, including the formatting of data so that it may be loaded into LVAS.

9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's End User Customers. Qwest will charge CLEC for each addition or update processed.

9.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten (10) digit line number using an inquiry of its End User Customer data.

9.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

9.15.2.4 Expedited Request Charge for Manual Updates - CLEC may request an expedited manual update to the LIDB database that requires immediate action (i.e., deny PIN number). Qwest shall assess CLEC an expedited request charge for each manual update.

9.15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

9.15.2.6 Billing - Line Validation Administration System (LVAS) Access.

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

9.15.3 LIDB Query Service

9.15.3.1 Description - LIDB Query Service

9.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

9.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

9.15.3.2 Terms and Conditions - LIDB Query Service

9.15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

9.15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in

accordance with Section 9.15.1 (LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing CLEC's End User Customers the same benefits of said agreements as enjoyed by Qwest End User Customers. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect. Qwest shall exercise reasonable efforts to provide accurate and complete LIDB information in Qwest's LIDB.

9.15.3.3 Rate Elements - LIDB Query Service

9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.

9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

9.15.3.4 Ordering - LIDB Inquiry Service

9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

9.15.3.4.3 In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of CLEC must furnish Qwest a Proof of Authorization to prove that they have CLEC authorization to provide these services. This letter must be on file prior to Provisioning.

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC End User Customer lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC End User Customer lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own End User Customers. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

9.16 8XX Database Query Service

9.16.1 8XX Database Query Service is an originating service which provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

9.16.2 8XX Optional Features

9.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single Carrier, multiple Carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

- a) Routing by originating NPA-NXX-XXXX;
- b) Time of day;
- c) Day of week;
- d) Specified date; and
- e) Allocation by percentage.

9.16.3 Rate Elements

9.16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement.

9.16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's Switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an Interexchange Carrier, the call shall be handled as jointly provided Switched Access Service. If CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its Switched Access Service

Tariff.

9.16.3.3 Non-recurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 Section of Exhibit A.

9.16.4 Ordering Process

9.16.4.1 CLEC shall order access to Qwest local STP (links and Ports) prior to or in conjunction with 8XX Database Query Service.

9.16.4.2 The information and time intervals to order STP (links and Ports) are contained in the Common Channel Signaling Capability/SS7 Section of this Agreement. STP links and Ports are required with 8XX Database Query Service.

9.16.4.3 8XX Database Query Service shall be provided within thirty (30) Days after CLEC has access to the Qwest local STP.

9.16.5 Technical Requirements

9.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated Switch.

9.16.5.2 The Toll Free Number Database shall return Carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest Switch.

9.16.6 Interface Requirements

The signaling interface between CLEC's or other local Switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

9.16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

9.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

9.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

9.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

9.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

9.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

9.16.7.6 WGR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's End User Customers.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

9.17.2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database End User Customer information if the calling party's End User Customer information is stored in the Qwest ICNAM database. As a result, the called party End User Customer can identify the calling party listed name prior to receiving the call, except in those cases where the calling party End User Customer has its ICNAM information blocked.

9.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information that identifies the calling party End User Customer. The Parties acknowledge that Qwest may bill CLEC for all queries that contain the SSP's Point Code identified in Exhibit B [or below] and for which ICNAM is provided.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's regional STP where the database is located is provided via existing D-Links, which are described and priced in the CCSAC/SS7 Section of this Agreement.

9.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

- a) Telcordia-SS7 Specification, TR-NPL-000246;
- b) ANSI-SS7 Specifications;
- c) Message Transfer Part T1.111;
- d) Signaling Connection Control Part T1.112;
- e) Transaction Capabilities Application Part T1.114;
- f) Telcordia-CLASS Calling Name Delivery;
- g) Generic Requirements, TR-NWT-001188; and
- h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.

9.17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States Telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

9.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

9.17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

9.17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's End User Customer). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

9.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will, to the best of its ability, using reasonable methods, prohibit its End User Customers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its End User Customer after CLEC initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service. Such right is limited by Qwest's duty to provide ICNAM service to CLEC on the same basis and in the same time, manner and quality that Qwest provides such service to itself, its End User Customers, its Affiliates, or any other condition to ensure that impacts to End User Customers are minimized. Qwest shall take all appropriate steps to ensure that sufficient capacity is available to accommodate CLEC queries to the ICNAM database.

9.17.3 Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Agreement.

9.17.4 Billing

9.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, when such information is actually provided.

9.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

9.17.4.3 ICNAM queries will be billed in accordance with rates set in the state in which the query originates.

9.17.4.4 All ICNAM queries originating outside of the traditional Qwest 14 state boundaries must be covered by separate agreement.

9.17.5 Ordering Process

9.17.5.1 CLEC shall order access to Qwest local STP (links and Ports) prior to or in conjunction with ICNAM Services. Section 9.13 contains information on ordering SS7 and STP links and Ports.

9.17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin thirty (30) Days after Qwest has received from CLEC its database information. At the time of execution of this Agreement, CLEC does not have an existing database of names that needs to be compiled into the appropriate format.

9.17.5.3 If CLEC has no existing End User Customer base that needs to be compiled, then ICNAM service will begin seven (7) Days after Qwest receives the CLEC order.

9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Special Request Process set forth in Exhibit F or the Bona Fide Request Process, as applicable.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE.

9.20 Unbundled Packet Switching

Qwest shall provide CLEC with unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.

9.20.1 Description

9.20.1.1 Unbundled Packet Switching provides the functionality of delivering and routing packet data units via a virtual channel to a CLEC Demarcation Point. Unbundled Packet Switching includes use of a distribution Loop and virtual transport facilities as well as the DSLAM functionality with the routing and addressing functions of the Packet Switch necessary to generate the virtual channel.

9.20.2 Terms and Conditions

9.20.2.1 CLEC may obtain unbundled Packet Switching only when all four of the following conditions are satisfied in a specific geographic area:

9.20.2.1.1 Qwest has deployed digital Loop carrier systems, including but not limited to, integrated digital Loop carrier or universal digital Loop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.

9.20.2.1.2 There are no spare copper Loops available capable of supporting the xDSL services the requesting Carrier seeks to offer, or capable of permitting the CLEC to provide the same level of quality Advanced Services to its Customer as the incumbent LEC.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same Remote Qwest Premises or collocating a CLEC's DSLAM at the same Qwest

Premises will not be capable of supporting xDSL services at Parity with the services that can be offered through Qwest's Unbundled Packet Switching.

9.20.2.1.4 Qwest has deployed Packet Switching capability for its own use.

9.20.2.2 A Demarcation Point must be established to the Qwest Packet Switch serving the DSLAM of the End User Customer to which CLEC is providing data services.

9.20.2.3 Qwest will provide CLEC with virtual channels at a physical network Demarcation Point such as a DSX-1 or DSX-3 in the Central Office in which the Packet Switch is located.

9.20.2.4 The ATM virtual channels provided to CLEC shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 CLEC must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide CLEC with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision CLEC specified options as available for each virtual channel in its OSS.

9.20.2.7 Qwest shall provide CLEC with Packet Network Management capacity through its service order activities. CLEC shall have access to Qwest's Packet Network Management Systems if, and only if, such Packet Network Management System capacity can be partitioned and made available to CLEC.

9.20.2.8 CLEC shall provide the Customer Premises modem. Customer Premises equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.2.9 Upon request, Qwest will provide CLEC with the location of Qwest remotely deployed DSLAMs by Central Office. Upon request, Qwest will also disclose the location of DSLAMs that Qwest is in the process of remotely deploying. CLEC can place a request for remotely deployed DSLAM location information at any time, and is not required to meet any of the conditions listed in 9.20.2.1 prior to making such a request.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.

9.20.3.1.1 DSLAM - Both a non-recurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

9.20.3.1.2 Virtual Transport – This includes virtual Loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the Wire Center serving the End User Customer to the Wire Center containing the Packet Switch. Both a non-recurring rate and a recurring rate shall apply. If CLEC

provisions its own transport, then this rate element shall not apply.

9.20.3.2 Unbundled Packet Switch Loop Capability – This element includes Loop facilities between the remote DSLAM and the End User Customer Premises and will vary depending on the type of Loop elements, which may be either a Dedicated Loop or Shared Loop. If CLEC provisions its own transport from the End User Customer to the DSLAM, this rate element shall not apply.

9.20.3.3 Unbundled Packet Switch Interface Port - CLEC obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This Port may be a DS1 or DS3 Port on a Packet Switch allowing virtual channels to be connected and transmitted to CLEC network.

9.20.4 Ordering Process

9.20.4.1 Prior to Qwest completing an order for unbundled Packet Switching, CLEC must have: i) submitted to Qwest a Remote Collocation application to place a DSLAM in a Qwest Remote Premises containing a Qwest DSLAM and Qwest has denied CLEC's application for Remote Collocation via the feasibility study, or ii) requested a Collocation space availability report pursuant to Section 8.2.1.9, for a Qwest Remote Premises containing a Qwest DSLAM and the space availability report indicates no space is available.

9.20.4.1.1 The location of all DSLAMs Qwest has deployed in Remote Premises throughout the State are disclosed on Qwest's Wholesale website.

9.20.4.1.2 To the extent that CLEC submits an order for Unbundled Packet Switching before the Collocation Application is denied, Qwest shall respond to the Collocation request and Unbundled Packet Switching order in parallel.

9.20.4.2 Prior to placing an order for Unbundled Packet Switch Customer Channel, CLEC must have established or be in the process of establishing continuity between CLEC network and an Unbundled Packet Switch Interface Port.

9.20.4.3 To order Unbundled Packet Switching, CLEC will place two (2) orders via an LSR, which orders will be provisioned according to the intervals set forth in Exhibit C once the continuity as set forth in the preceding section is established.

9.20.4.3.1 Network Interface Order to establish connectivity between CLEC network and Qwest Unbundled Packet Switch Interface Port: CLEC must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.

9.20.4.3.2 Customer channel order to establish linkage between End User Customer equipment and Qwest's packet network: CLEC must specify remote DSLAM address, End User Customer address, quality of service requested, and bit-rate requested.

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest.

Maintenance and Repair processes are contained in Section 12.

9.21 UNE-P Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this

Agreement. 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. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

9.21.2.1.8 POTS Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.2.1.8.1 Qwest Digital Subscriber Line service (DSL) is available with technically compatible UNE-P services, including but not limited to, UNE-P POTS, UNE-P PBX Analog (non-DID trunks) and UNE-P Centrex, at one-hundred percent (100%) of the retail Tariff rate.

9.21.2.1.8.2 CLEC may convert existing Qwest retail service with existing Qwest DSL to UNE-P services with Qwest DSL service, without an interruption in service due to the conversion. CLEC may also request the installation of new Qwest DSL service on existing UNE-P service, subject to Loop qualification and availability.

9.21.2.1.8.3 In both instances identified above, Qwest will not have a direct relationship with the End User Customer. Qwest will bill the CLEC and the CLEC will bill its End User Customer for the DSL Service.

9.21.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Non-recurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A non-recurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A non-recurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

9.21.3.3 Non-recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

9.21.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation “lift and lay” procedure will be used for all Line Splitting 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/DLEC’s collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.21.4.1.5 If a Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of record shall submit the appropriate LSR’s associated with establishing UNE-P and Line Splitting.

9.21.5 Billing – See Section 21.0

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.21.6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user Premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting 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/productsservices/pcat/index.html>. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service without authorization from the Customer of record.

9.21.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting 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 Customer of record the TIC Charge.

9.21.6.3.4 When trouble reported by the Customer of record 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 the Customer of record on a case-by-case basis. The Customer of record 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 the Customer of record 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, the Customer of record 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/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record.

9.21.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC/DLEC 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.

9.21.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of record" is defined for purposes of this Section as the CLEC that is the billed Customer for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.21.7.3 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

9.22 Reserved for Future Use

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, the Special Request Process or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a Loop as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar bandwidth Tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs

shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available. If facilities are not available, Section 9.1.2.1 shall apply.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available. If facilities are not available, Section 9.1.2.1 shall apply.

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available. If facilities are not available Section 9.1.2.1 shall apply.

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.1.7 Reserved.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, (v) Centrex; (vi) and Public Access Lines (PAL), b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement provided that all UNEs making up the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit an applicable product Questionnaire amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality

of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 “UNE-P-POTS”: 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.3 “UNE-P-PBX”: PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Analog Direct Inward Dialing (DID) Trunks. UNE-P-PBX with Analog non-DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. UNE-P-PBX with Analog 1-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, DID Trunk Port, and Shared Transport. UNE-P-PBX with Analog 2- Way DID Trunks are comprised of the following Unbundled Network Elements: Analog – 4 wire voice grade Loop, DID Trunk Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and Analog DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.4 “Digital Switched Service” (DSS) is available to CLEC as a UNE Combination. There are two (2) types of UNE-P DSS: UNE-P DSS with Basic Trunks and UNE-P DSS with Advanced Trunks. UNE-P-DSS with Basic Trunks are comprised of the following Unbundled Network Elements: DS1 or DS3 Capable Loop, Multiplexing, Analog Line Side Ports, and Shared Transport. UNE-P DSS with Advanced Trunks are comprised of the following Unbundled Network Elements: DS1 or DS3 Capable Loop, DS1 Local Message Trunk Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.5 “UNE-P-ISDN”: ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There are two (2) types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Digital Line Side Port (supporting BRI ISDN), Basic ISDN Capable Loop and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Agreement.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice Dedicated Transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's local Exchange Service and that the Loop transport combination originates at a Customer's Premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and exchange Access Service to the End User Customer's Premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the

activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's Premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Agreement. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) Days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) Days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 Days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.
- f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
- g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection Agreement between CLEC and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection Agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.
- i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access or the EEL will be connected directly to a Tariffed Special Access service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one (1) Qwest

Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) Days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) Days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges).

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of local Exchange Service to each End User

Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing transport facilities are available. If the Loop portion of the EEL is not available, Section 9.1.2.1 shall apply.

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer Premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring and non-recurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

9.23.3.10 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) set forth in Exhibit F. 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.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's Customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, Directory Assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and Directory Assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or Directory Assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of this

Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain End User Customer information. Qwest shall provide CLEC's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Agreement. Qwest DSL service provided to Internet service providers and not provided directly to Qwest or CLEC's End User Customers is not available with UNE-P combinations.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Reserved for Future Use.

9.23.3.15 When End User Customers Switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

9.23.3.18 "UNE-P-PAL" Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are Technically Feasible for PAL are available with UNE-P-PAL. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Non-recurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination and will be compliant with existing rules. These non-recurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered,

Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customer changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

9.23.4.5 If an End User Customer is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access Service charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 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:

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

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

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

9.23.5.1.5 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.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and maintaining a Proof of Authorization as set forth in Section 5.3 of this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 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 UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, 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 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, 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 UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, 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.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services Sections of this Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

9.23.5.6 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customer, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the End User Customer.

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

9.23.6 Billing – See Section 21.0

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC 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.

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 the CLEC with the ability to access End User Customers 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 Multiplexed LMC 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 from Private Line/Special Access 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 9.23.8 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 same Serving Wire Center where CLEC 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, CLEC 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) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, LMC, and all other UNE Combinations, the date the LSR 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, CLEC shall provide Qwest, and Qwest shall provide CLEC, 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 CLEC, on a monthly basis, within seven to ten (7-10) 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 CLEC as a UNE Combination. CLEC 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.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications, including line splitting on resold lines, must be submitted through the Special Request Process (SRP).

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in

Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 established by the Commission.

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation “lift and lay” procedure will be used for all Loop Splitting 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/DLEC’s collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSR’s associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user Premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this Section as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

Section 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper Switch destination. The actual routing of the call with either the dialed number, for calls to non-portable numbers, or the LRN, for calls to portable numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop

provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the return of the Qwest Unbundled Loop coincident with the transfer of the Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port or provision of its Loop, and needs to delay or cancel the Port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a Port create subscription or Port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 23 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable Switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to Port the entire block of DID numbers. Each Party shall permit Customers who Port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User

Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The Customers of each Party may Port Reserved Numbers from one Party to the other Party via LNP. Qwest will Port numbers previously reserved by the Customer via the appropriate retail Tariffs until these reservations expire. Qwest will no longer reserve numbers for End User Customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a Customer may geographically relocate at the same time as it Ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the Customer's relocation at the time of the Port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 23.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications). CLEC shall charge Qwest for default LNP queries at a reciprocal rate.

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's Customers or End User Customers as compared to the service Qwest provides its own Customers and End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Each Party shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for local number portability:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.4 of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled Port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. Mountain Time on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. Mountain Time the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth

below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A Managed Cut permits CLEC to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

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

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half ($\frac{1}{2}$) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a Qwest

error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one Person three (3) hour minimum charge as set forth in Appendix A.

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

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest Customers to CLEC Customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Intentionally Left Blank.

10.2.9 Intentionally Left Blank.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the local service provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all State regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 Service to the county. All relations between such third party and CLEC are separate from this Agreement and

Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 Service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the State, End User Customer taxes for 911 Service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 Services. All costs incurred by the Parties for 911/E911 Services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 Services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (State agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing

table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 911 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the

case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 Services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-Person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, or a CLEC using unbundled Switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User Customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User Customer record by CLEC.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's listing database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to CLEC's End User Customers at no charge.

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and CLEC Listings User Documents." Qwest will furnish CLEC the listings format specifications. Directory publishing schedules and deadlines will be provided to CLEC.

10.4.2.4 If CLEC provides its End User Customer's listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer listings information for use in its Directory

Assistance Service, in its Directory Assistance List Information, and for other lawful purposes, except that CLEC's listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer listings will be treated the same as Qwest's End User Customer listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings databases. CLEC will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

10.4.2.6 Left Intentionally Blank

10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLEC's and Qwest's End User Customers. All requests for white pages Directory Listings, whether CLEC or Qwest End User Customers, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's End User Customer listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to State laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Prior to placing listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing non-published and non-listed listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-

discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or State law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customer listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customer listings information provided to CLEC including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate (an Affiliate) or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End User Customers should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and

Reseller CLECs, which is available on-line through the PCAT, (<http://www.qwest.com/wholesale/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory Assistance Service is a telephone number, voice Information Service that Qwest provides to its own End User Customers and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End User Customers to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End User Customers to receive listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand -- Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand -- Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

- c) There is a non-recurring charge to load CLEC's branded message in each Switch.
- d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End User Customers' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Services, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End User Customers. Qwest will provide the same priority of handling for CLEC's End User Customer calls to Qwest's Directory Assistance Service as it provides for its own End User Customer calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User Customers may use the same dialing pattern to access Directory Assistance Services as used by Qwest's End User Customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance Database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to End User Customers calling its DA service provided for itself either by company name or operating company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Directory Assistance Listings in Qwest's Directory Assistance Services. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Services and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A non-recurring charge to load CLEC's brand in each Switch is

also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the End User Customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published listings, Qwest shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other Carriers will specify such information where it has been provided on the Carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of Telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as non-published or non-listed listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of Telephone Exchange Service or telephone toll service, this access grant automatically terminates

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail End User Customers provided to CLEC in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its End User Customer listings information provided to CLEC, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to End User Customers calling its DA service either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's End User Customers to a third party calling its Directory Assistance for such information, the fact that such End User Customer subscribes to Qwest's Telecommunications Services is confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an End User Customer, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' DA List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the End User Customer information contained within the DA List Information. CLEC must remove from its database any telephone number for an End User Customer whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than

payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End User Customers in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists CLEC End User Customers requesting help or information on placing or completing EAS/local calls, connects CLEC End User Customers to home NPA Directory Assistance, and provides other information and guidance, including referral to the business office and repair, as

may be consistent with Qwest's customary practice for providing End User Customer assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to CLEC or CLEC's End User Customers.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its End User Customers. Qwest will respond to CLEC's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide forty five (45) Days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its End User Customers to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User Customer at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a non-recurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End User Customers may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End User Customers.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure.

Applicable recurring and non-recurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User Customer entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed Person to Person call regardless of the Billing used by the End User Customer.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to Directory Assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, Person or extension designated by the End User Customer.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its End User Customers and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's End User Customer and terminates when the connection between the Qwest operator position and CLEC's End User Customer is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User Customer enters the calling card number, calls

originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Non-recurring Charge. Qwest will charge to CLEC a non-recurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the Switches with the CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term pole attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest

if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser. The terms Duct and Conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three cables.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings. Within a multi-unit building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of State law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when provisioning access to poles, ducts, conduits and rights of way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, State and/or federal

requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable State or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC

at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC

shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an Order for cause, or if CLEC terminates an Order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the

amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any applicable law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years sine

the most recent inventory, or (b) five times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D), within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has a ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit, if CLEC requests a copy of an agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the multi-dwelling unit as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to CLEC a copy of an agreement listed in the MDU information matrix that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement. In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, Duct/Innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Duct/Innerduct Occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) Days or within the time frames of the applicable federal or State law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) days of the request. Qwest will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for duct/innerduct/conduit, ROW or

poles: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be provided on Attachment 2 of Exhibit D and shall be completed not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time, is not part of the forty-five (45) day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-

Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, State and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, State or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail State and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888- 879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5)

Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11. shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to Personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to Personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or Personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification

of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) days a week, twenty-four (24) hours a day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to,

Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or Operational Support System software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment; release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing. This Section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre Ordering Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer service records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils. This Section 12.2.1.4.1.7 shall apply only to CLEC orders for Unbundled Loops or Loop combinations.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use.

12.2.1.5.2 Reserved for Future Use.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as

Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process - Qwest shall provide a Facility Based EDI Listing interface to enable CLEC listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies the CLEC that the service order record has been completed, and 2) Billing completion that notifies the CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies the CLEC that the service order record has been completed, and 2) Billing completion that

notifies the CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Ordering and Provisioning – Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules. Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if the CLEC End User Customer requests a service change at the time of installation.

12.2.1.10 Reserved for Future Use.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.3.3 Reserved for Future Use.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail.

Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale;
- b) Unbundled Switch Port; and
- c) UNE-P for POTS.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch Port; and
- d) UNE-P for POTS.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch; and
- d) UNE-P for POTS.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to Exchange Access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, Maintenance/Repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the Change Management Process, is attached as Exhibit G (the "CMP Document"). As of the date of filing, the CMP Document (Exhibit G) is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. Not all of the Sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will be continued to be changed through those discussions. Exhibit G reflects the commitments

Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of the CMP Document, Exhibit G will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.2.6.3 Notwithstanding any other provision in this Agreement, the CMP document attached as Exhibit G will be modified pursuant to the terms of Exhibit G, or the procedures of the redesign process, and incorporated as part of this Agreement without requiring the execution or filing of any amendment to this Agreement.¹

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New CLEC Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's

¹ This language was agreed upon among the participating CLECs in the Redesign Meeting on May 22, 2002.

OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment ("SATE") – **Qwest** shall provide a stable, Stand-alone Testing Environment that, during a CLEC's development and implementation of EDI, will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC that mirror² the responses that would be obtained in the production environment. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. Qwest will provide documentation for use with SATE that provides the CLEC information required to successfully use SATE and be certified to move into controlled production. SATE uses test account data supplied by Qwest. Qwest will provide a stable SATE no less than thirty (30) Days prior to Qwest's introduction of new OSS electronic interface capabilities to the production environment, unless otherwise agreed to pursuant to Section 16.0 of the CMP Document, including support of new test accounts, new test beds, new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional when CLEC has performed Interoperability testing successfully.

12.2.9.3.2.1 As of the Effective Date, the SATE does not include all of the Qwest products and services CLEC may order in Qwest's production

² *In the Matter of Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming*, CC Docket No. 02-314, Memorandum Opinion and Order, FCC 02-332, Released December 23, 2002, para. 139.

environment. In this context products and services are those items that may be ordered via IMA/EDI from Qwest on an LSR. Qwest shall incorporate each such product or service into SATE once the aggregate number of transactions for all CLECs in the production environment for such product or service reaches 100 or more during a twelve-month period. Once these conditions are met, Qwest shall incorporate such product or service into the upcoming major SATE release, if feasible. If not feasible for that release, Qwest shall incorporate such product or service into the SATE by no later than the next major SATE release.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.3.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual preordering, ordering,

provisioning, billing and maintenance of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

12.2.9.3.6.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.2.9.3.6.2 Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week thereafter to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with Qwest, CLEC shall provide Qwest with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, Qwest and CLEC will reach agreement on the terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If Qwest has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.

12.2.9.3.6.3 For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such provisioning as called for by this Agreement.

12.2.9.3.6.4 For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.

12.2.9.3.6.5 The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing.

12.2.9.3.6.6 During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine preordering, ordering, provisioning, billing, maintenance and repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.2.9.3.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.2.9.3.6.8 The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-

order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If the CLEC elects to discontinue the comprehensive testing, then testing will cease immediately and CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and billing will continue as agreed. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.

12.2.9.4 If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.4.2 Intentionally Left Blank.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to a new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment at least four months prior to the retirement of the prior release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 Reserved for Future Use.

12.2.9.9 Reserved for Future Use.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation, and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This Section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party).

Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

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

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by State or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (Premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their

respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.9.4 Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers through the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than 3 troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer Premises without prior CLEC authorization. For dispatch to the CLEC Customer Premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.13.4 Intentionally Left Blank.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually-reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of record shall be Qwest's single and sole point of contact for all CLEC/DLEC Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End Users Customers.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Reserved for Future Use.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's Web site.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the

Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date until 12 noon Mountain Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX Codes assigned to its Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411), or CLEC may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer's calls. Additional terms and conditions with respect to customized routing are described in Sections 9.12 of this Agreement. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

Section 15.0 - Qwest Official Publisher

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages listings, directory coverage access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

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 Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a 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. CLEC 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 processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) 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 CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC'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;

17.2.7 Intentionally Left Blank.

17.2.8 Intentionally Left Blank.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC 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) Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The 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 CLEC as soon as reasonably possible

of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) 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 CLEC in writing of such determination within ten (10) 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) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC 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 non-recurring) 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 CLEC 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 CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC 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 this 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 CLEC 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 that CLEC 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 CLEC 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 CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC 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 this Agreement.

17.15 Qwest shall make available on its Wholesale Website a topical list of the BFRs that it has received with CLECs under an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC 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 a CLEC to provide sufficient details about the terms and conditions of any granted requests to allow a CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by the CLEC 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 Agreement. CLEC 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 CLEC of the need therefore.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the audit provisions in this Section 18. For purposes of this Section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Audit or Examination Expenses.

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable

cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this Section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a non-disclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a

competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliates' disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the non-disclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other Party's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years unless cause is shown to support a specifically requested audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. Other provisions of this Section that are not inconsistent herewith shall apply, except that in the case of audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Network Elements or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Network Elements or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Network Elements or ancillary services, as described in the applicable Section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 Within twenty (20) business days after CLEC requests construction, Qwest shall provide to CLEC a quote for CLEC's portion of a specific job. The quote shall include a detailed breakdown of the labor and material costs and a description of work. The quote will be in writing and will be binding on Qwest for ninety (90) business days after the issue date. If accepted, CLEC will pay to Qwest the quoted price and construction will commence after receipt of payment. If CLEC accepts a Qwest quote for construction, such acceptance is of price and scope of work only. Any additional terms incorporated into Qwest forms to request or accept a quote for construction, or to otherwise direct Qwest to proceed with construction, shall have no effect as between the Parties. The terms and conditions applicable to such construction shall be those terms and conditions set forth in this Agreement. Any such quote for construction shall be a firm quote (not to exceed a specific dollar amount) to complete the construction for the requested facilities. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this Agreement, that Network Element shall be deemed a UNE. If Qwest builds facilities based on a CLEC request for construction, Qwest shall, complete CLEC's order(s) for service related to such construction within the applicable service interval once construction is completed.

Section 20.0 - SERVICE PERFORMANCE

20.1 Performance Indicator Definitions--Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Qwest will bring changes agreed to by the Long Term PID Administration (LTPA) to the Commission for modification of Exhibit B of this Agreement. Modification of PIDs that apply to the Nebraska Qwest Performance Assurance Plan ("QPAP"), attached hereto as Exhibit K, shall be made in accordance with Section 16 of that Exhibit.

20.2 Incorporation of QPAP--Pursuant to Section 13.6 of Exhibit K, CLEC adopts the QPAP.

Section 21.0 - BILLING

21.1. CONNECTIVITY BILLING AND RECORDING

21.1.1 Billable Information and Charges

21.1.1.1 Each Party will bill and record in accordance with this Agreement those charges the other Party incurs as a result of such Party's purchases under this Agreement (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges provided by Qwest (hereinafter "Connectivity Bill") shall be provided on paper or electronically transmitted in ASCII, EDI or CABS format, the selection of which is to be chosen by CLEC, or in other electronic media that the Parties agree upon. CLEC shall provide its bills to Qwest in CABS format. If both Parties agree in writing, CABS formatted bills may be provided on paper. If CABS guidelines do not exist, the Parties will bill one another using a paper medium that adheres to the other requirements of this Section 21 that do not relate to the bill format. As of the Effective Date, CLEC is not required to provide CABS Billing for Interconnection facilities ordered by Qwest. Electronically transmitted CABS formatted bills are available from Qwest for UNEs and Interconnection facilities and services except for nonrecurring charges for Collocation which are not billed in a CABS format but rather in a non-CABS paper format. CABS format is not available for Qwest Resale services except for Frame Relay, which is billed in CABS format. ASCII and EDI formats are available for product offerings billed out of Qwest's CRIS system. All CABS formatted Connectivity Bills shall be in accordance with CABS guidelines and the requirements of Appendix 1 to this Section 21. The Billing Party shall document any differences from the industry guidelines, however, the billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the CABS bill. If the Parties cannot agree on the elimination of such differences, either Party may pursue the resolution of the dispute through the Dispute Resolution process as set forth in Section 5.18. Qwest shall follow industry guidelines for CABS-BOS version implementation.

21.1.1.1.1 Subject to Qwest's Change Management Process (CMP), Qwest will work with CLEC to address the following CABS format billing items: (i) to process bill data and CSRs on the same date; (ii) to perform all standard CABS BOS edits on the UNE bills; (iii) to populate activity date with the date of the activity associated with the charges; (iv) to populate the adjustment thru date with the date through which the adjustment applies; (v) to populate adjustment from the date with the date from which the adjustment applies; (vi) to populate an audit number with the reference number provided by AT&T, which reference number is included in the transaction; (vii) to populate recurring/non-recurring charge indicator with a value of "1" for monthly recurring access charges and a value of "2" for non-recurring charges; (viii) to populate service established dates with the date on which service was established; (ix) to separate taxes and surcharges and populate on the appropriate records per the CABS guidelines; (x) to establish and use more descriptive local use phrase codes for UNE charges and adjustments.

21.1.1.1.2 In those instances where paper bills are issued pursuant to Section 21.1.1.1, both Parties agree to accept, process and pay, any and all such paper bill invoices submitted by the other Party that are not in the industry standard formats. If either Party requests an additional copy (ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

21.1.1.2 Qwest shall assign each Unbundled Network Element, combination, resold service or other service included in this Agreement purchased by CLEC a separate and unique Billing code. These Billing codes are determined by Qwest based on industry guidelines for Universal Service Codes (USOCs) and Field Identifiers (FIDs). Qwest shall provide such code to CLEC on each Connectivity Bill in which charges for such elements, combinations, resold services or other services included in this Agreement appear.

21.1.1.3 Connectivity Bills will be provided by Qwest on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (b) any known unbilled non-usage sensitive charges for prior periods providing they shall not exceed the periods set forth in Section 21.1.1.4 below, (c) unbilled usage sensitive charges for the period beginning with the last bill processing date and extending up to the processing date of the current bill, (d) any known unbilled usage sensitive charges for prior periods, or any unknown prior usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 21.1.1.4 below, and (e) any known unbilled adjustments providing they shall not exceed the periods set forth in Section 21.1.1.4 below. Each Connectivity Bill shall set forth the quantity and description of each such Unbundled Network Element, combination, resold service or other service included in this Agreement billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred. The Bill Date must be present on each bill transmitted by Qwest to CLEC.

21.1.1.4 Qwest may send bills to CLEC or CLEC may send bills to Qwest, containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:

21.1.1.4.1 Except as provided in Section 21.1.1.4.5 below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the Billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to 120 Days prior to the Backbill Date. For the purposes of this Section 21.1.1.4, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the Billing cycle in which the Billed Party used such service; or

21.1.1.4.2 For failure to bill or underbilling where data exchange with third party Carriers is required, the Billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to 120 Days prior to the Backbill Date; or

21.1.1.4.3 Where Qwest or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, Qwest

may submit to CLEC, or CLEC may submit to Qwest, up to one hundred twenty (120) Days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or Tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by Qwest, as a result of, and since the applicable Governmental Requirement Date; or

21.1.1.4.4 Qwest and CLEC will exert commercially reasonable efforts not to send Backbills from their Billing systems outside the time periods defined in Section 21.1.1.4.1 through 21.1.1.4.3, above. In any event, except as provided in Section 21.1.1.4.5 below, neither CLEC nor Qwest will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 21.1.1.4.1 through Section 21.1.1.4.3.

21.1.1.4.5 The Billing Party may send Backbills outside of the time periods defined in Section 21.1.1.4.1 through Section 21.1.1.4.3, but otherwise subject to the limitations in this Agreement applicable to Billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the Billing Party, the Parties may agree upon other time periods for Backbilling

21.1.1.5 Qwest shall bill CLEC for each Unbundled Network Element, combination, resold service or other service included in this Agreement supplied by Qwest to CLEC pursuant to this Agreement at the rates set forth in this Agreement. Qwest will bill CLEC based on the actual Connectivity Charges incurred, provided, however, for those usage based Connectivity Charges where actual charge information is not determinable by Qwest, the Parties will follow existing processes or jointly develop a process to determine the appropriate charges. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment. For switched access calls originating from a UNE Switch Carrier elapsed time will be used instead of conversation time. The total conversation and elapsed second per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute. For resale services provided under this Agreement, the total conversation time shall be measured and rounded in accordance with Qwest's Tariff and billed at the discounted rate called for in this Agreement.

21.1.1.6 Either Party may request Connectivity Charges associated with certain products and services be included in separate Connectivity Bills which are to be sent to different Billing addresses. For CLEC requests made in the normal course of business to operations channels, Qwest's obligations to comply with such requests is limited to the current capability of Qwest's OSS to support the request. This provision does not limit the CLEC's ability to seek an OSS change via the CMP.

21.1.1.7 Each Party shall provide the other Party at no additional charge a contact Person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Section.

21.1.2 **Recording of Call Information**

21.1.2.1 The Parties agree to record call information in accordance with this subsection. To the extent Technically Feasible, for resale and Unbundled Network Elements services each Party will record all call detail information associated with every call originated or terminated to the other Party's local exchange Customer, with the exception of terminating local calls and local calls originating from resold lines for which CLEC purchases flat rated local service, unless such originating or terminating local calls are billable to CLEC. These records shall be provided at a Party's request and shall be formatted pursuant to OBF's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party every business day in EMI format via Connect:Direct, provided however that if CLEC and Qwest do not have Connect:Direct capabilities, such records shall be transmitted as the Parties agree. Qwest and CLEC agree that they will retain, at each Party's sole expense, copies of all - EMI records transmitted to the other Party for at least sixty (60) Days after transmission to the other Party. Switched Access records are not available on resale.

21.1.2.1.1 Qwest shall provide Category 10 and Category 11 records in separate electronic files, further separated into files by region. In the event these files exceed ten million records per file, Qwest and CLEC will negotiate separating the records into electronic files by state. All such records shall be provided in files containing packs of data with no more than 999,999 records per pack. In addition, Qwest shall send no more than 99 packs per Regional Accounting Office (RAO) per file. In the event that the number of packs approaches 95 per RAO, Qwest agrees to negotiate the increase of the number of records per pack within a reasonable period of time after receiving written notice from CLEC.

21.1.2.2 Upon either Party's request, a Party will provide valid lists and ongoing updates of all Carrier identification codes ("CIC") and associated Billing information for each Party's tandem to insure accurate Billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

21.1.2.3 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party for which a CIC code is applicable. In the event that five percent (5%) or more of the switched access EMI records received by one Party from the other in a given month do not have a CIC code identifying the carrier to be billed, the Party providing the EMI records shall cooperate with the other Party to identify the carriers to be billed.

21.1.2.4 The Parties shall provide each other with timely, accurate and complete bills and call records relating to the services provided and the traffic exchanged under this Agreement.

21.1.2.5 Each Party shall provide the other Party at no additional charge a contact Person for resolving any data exchange problems.

21.1.3 **Payment of Charges**

21.1.3.1 Subject to the terms of this Agreement, CLEC and Qwest will pay each other within thirty (30) Days from the Bill Date, or twenty (20) Days from the receipt of the bill, whichever is later. Disputed amounts may be withheld subject to the provisions of

Section 21.1.4 below. If the payment Due Date is a Saturday, Sunday, or a weekday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as CLEC specifies), payment will be made the next business day.

21.1.3.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) Days prior to the first transmission of Connectivity Billing data and information for payment, Qwest and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) Days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. CLEC will provide Qwest with one address to which such payments shall be rendered and Qwest will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from Qwest which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to LEC's bank account specified in this subsection.

21.1.3.3 Each Party shall provide the other Party, at no additional charge, a contact Person for resolving of Connectivity Billing payment questions or problems.

21.1.4. **Billing Disputes**

21.1.4.1 Should CLEC or Qwest dispute, in good faith, any portion of the non-recurring charges or monthly Billing under this Agreement, the Parties will notify each other, in writing, within fifteen (15) Days following the payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies. Where the format or lack of mechanization of bills makes it impracticable to a Party to dispute bill amounts by telephone number, a dispute based on summary records shall be acceptable. In addition, where a dispute is based on summary records, the Billing Party shall determine by working telephone number all the cases where discrepancies identified on a summary basis exist. In the event of a Billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) Days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute

21.1.4.2 If the issues are not resolved within the allotted time frame, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the Persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.1.4.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) Days after the Parties' appointment of designated representatives, the

dispute will be resolved in accordance with the procedures set forth in subsection 5.18 of Section 5 (Terms and Conditions) of this Agreement.

21.1.4.4 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges as set forth in Section 21.1.5 below (Late Payment Charges). If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

21.1.4.5 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 21.1.4.6, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

21.1.4.6 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 21.1.4.1, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

21.1.5. **Late Payment Charges**

If either Party fails to remit payment for any Connectivity Charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one half percent (1½%) per month or (ii) the highest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

21.1.6. **Adjustments**

Subject to the terms of this Agreement, Qwest will reimburse CLEC for incorrect Connectivity Billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Resold Services associated with any Element, or combination thereof; ordered or requested; Resold Services,

Elements, or Combination thereof, of poor quality; and installation problems if caused by Qwest. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, where CABS is required pursuant to this Agreement.

21.2 **SETTLEMENT/ROUTING OF TRAFFIC**

21.2.1 **Reciprocal Compensation**

The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in subsection 7.3 of Section 7 (Interconnection) to this Agreement. The traffic exchanged pursuant to this Agreement shall be measured in Billing minutes of use and shall be in actual conversation seconds based upon tenth of a second increments. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly Billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in Exhibit A (Pricing) to this Agreement. Each Party will utilize their own traffic recordings and Billing processes and no call records will be exchanged by the Parties except to resolve bill disputes.

21.2.3 **Information Services**

Qwest does not now and will not during the term of this Agreement offer 976 services in the state of Nebraska. If 976 service is provided by another Carrier in Nebraska, nothing in this Agreement obligates either Party to bill and collect any Information Service provider (976) charges from their respective End User Customers.

21.2.4 **Alternatively Billed Calls**

For alternately-billed calls, the Parties agree to negotiate and enter into a separate arrangement concerning the processing, Billing and collection of these calls through CMDS, the intra-region intraLATA equivalent, or some other arrangement, including compensation arrangements. Pending the execution of a separate agreement, calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent. For alternatively-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount. For alternatively-billed calls, billing to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents (\$.03) per call.

21.2.5. **Local Number Portability**

21.2.5.1 When an IXC terminates an InterLATA or IntraLATA toll call to a CLEC local exchange Customer whose telephone number has been ported from Qwest, the Parties agree that CLEC shall receive those IXC access charges associated with end office Switching, local transport, and CCL, as appropriate, and such other applicable charges. Qwest shall be entitled only to receive any applicable access tandem fees and associated local transport charges, and any applicable INP fees (i.e., such as RCF charges) set forth in this Agreement.

21.2.5.1.1 When an IXC terminates an InterLATA or IntraLATA toll call to a Qwest local exchange Customer whose telephone number has been ported from

a CLEC, the Parties agree that Qwest shall receive those IXC access charges associated with end office Switching, local transport and CCL, as appropriate, and such other applicable charges.

21.2.5.2 When a call for which access charges are not applicable is terminated to a CLEC local exchange Customer whose telephone number has been ported from LEC, the Parties agree that the reciprocal compensation arrangements described in this Agreement shall apply.

21.2.5.2.1 When a call for which access charges are not applicable is terminated to a Qwest local exchange Customer whose telephone number has been ported from LEC, the Parties agree that the reciprocal compensation arrangements described in this Agreement shall apply.

21.2.6 **Factors**

21.2.6.1 For those usage based charges where actual charge information is not determinable by the Billing Party because the jurisdiction (i.e., Intrastate IntraLATA, local) or origin of the traffic is unidentifiable, the Parties will use existing processes or where a process may not exist the Parties may jointly develop a factoring process to determine the appropriate charges.

21.2.6.2 The billed Party will provide the Billing Party factors developed in good faith at the LATA/State level for the average percent of traffic type and/or origin. Factors will be developed at the LATA/State level. The Billing Party will apply these factors to all terminating traffic that cannot be jurisdictionalized or otherwise appropriately identified due to missing or inaccurate call record information. These factors may be adjusted quarterly by the billed Party. However, when CLEC introduces service in a new LATA, these factors may be adjusted on a monthly basis for the first twelve (12) months that service is provided.

21.2.6.3 When the factors in Section 21.2.8.2 are determined to be inaccurate, based on a variance of greater than 5% between the traffic where actual charge information can be determined and the reported factor, the Billing Party may request a meeting to confirm the jurisdictional nature of the factor and work jointly to develop a mutually agreed factor. If resolution cannot be reached, the Billing Party will default the factor to the value calculated where actual charge information can be determined.

21.3 **MEET POINT BILLING**

21.3.1 CLEC and Qwest will establish Meet Point Billing ("MPB") arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as otherwise mutually agreed to by the Parties. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD, including MPB percentages.

21.3.2 The Parties will agree on a Meet Point percentage to enable the joint Provisioning and Billing of Switched Access Services to third parties in conformance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents and referenced in each Party's Switched Access Tariffs. The Parties understand and agree that MPB

arrangements are available and functional to/from IXCs who directly or indirectly connect with the tandem(s) that CLEC sub-tends in each LATA.

21.3.3 CLEC and Qwest will implement the "Multiple Bill/Single Tariff" option in order to bill any Interexchange Carrier (IXC) for that portion of the Network Elements provided by CLEC and Qwest. For all traffic carried over the MPB arrangement, CLEC and Qwest shall bill IXCs for all applicable elements at the rates specified in their respective Tariffs.

21.3.4 Qwest and CLEC agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office Switching, the Party who provides the end office Switching is entitled to bill any Common Carrier line (CCL) charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office Switching is entitled to bill end office Switching fees, local transport charges, and CCL charges, as appropriate, and such other applicable charges.

21.3.5 If MPB data is not processed and delivered by either Qwest or CLEC and sent to the other Party within ten (10) Days of the relevant recording period and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

21.3.6 If MPB data is not submitted within ten (10) Days of the relevant recording period or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in Billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times a monthly rate that shall not exceed the late payment charge set forth in Section 21.1.5, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

21.3.7 Errors in MPB data exchange by the Parties may be discovered by CLEC, Qwest or the billable IXC. Both CLEC and Qwest agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data may be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 7 of this Agreement and compensate the other for the lost MPB Billing data.

21.4 COLLOCATION

When CLEC collocates with Qwest in LEC's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the cage), shall not be included in the Connectivity Bill provided to CLEC. All such capital expenses, which need not be formatted in EDI or CABS format, shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by CLEC for payment. All other non-capital recurring Collocation expenses shall be billed to CLEC in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the recurring Collocation Connectivity Charges associated with Collocation. The bill label for those Collocation charges shall be entitled "Expanded Interconnection Service."

21.5. NETWORK ELEMENT, COMBINATION, OR RESOLD SERVICE

21.5.1 CLEC shall be responsible for providing all Billing information to its Customers who purchase Unbundled Network Element, combination, or resold service from CLEC.

21.5.2 Qwest shall recognize CLEC as the Customer of record for all Unbundled Network Element, combination, or resold service and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of subsection 21.1.2.1.

21.5.3 CLEC shall not be liable for any records packaging and transmission charges associated with call information not furnished by Qwest to CLEC (i) within thirty (30) Days after the date such usage was incurred, if recorded on a Qwest Switch, or (ii) within one hundred twenty (120) Days after the date such usage was incurred and recorded, if recorded on the Switch of a Carrier other than Qwest. In addition, CLEC shall not be liable for any Connectivity Charges which cannot be reconciled with call information received by CLEC from Qwest.

21.5.4 When local Switching is provided by Qwest, the provisions of this Subsection shall apply to the applicable Connectivity Charges.

21.5.5 Call flows reflecting the compensation for specific UNE-P calls are set forth in Exhibit H.

21.6. CHARGES FOR ANCILLARY FUNCTIONS

21.6.1 Any Qwest charges for ancillary functions shall be developed consistent with the provisions of this Agreement.

21.6.2 Any Qwest charges for ancillary functions are set forth in Exhibit A.

21.6.3 CLEC may request that certain of these charges for ancillary functions be included in separate connectivity bills sent to separately designated Billing addresses. For CLEC requests made in the normal course of business to operations channels, Qwest's obligations to comply with such requests is limited to the current capability of Qwest's OSS to support the request. This provision does not limit the CLEC's ability to seek an OSS change via the CMP.

21.7 LOST DATA

21.7.1 Loss of Recorded Usage Data - CLEC recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by Qwest in its performance of the recording function shall, upon CLEC request, be recovered by Qwest at no charge to CLEC. In the event the data cannot be recovered by Qwest, Qwest shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Qwest and CLEC. This estimate shall be used to adjust amounts CLEC owes Qwest for services Qwest provides in conjunction with the provision of recorded usage data.

21.7.2 Partial Loss - Qwest shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

21.7.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

21.7.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Qwest shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Qwest shall apply the appropriate average revenue per message ("ARPM") mutually agreed upon to the estimated message volume to arrive at the estimated lost revenue.

21.7.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, Qwest shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

21.7.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), Qwest shall use volumes from the two (2) preceding Sundays.

21.7.7 If the loss occurs on Mother's Day or Christmas, Qwest shall use volumes from that day in the preceding year multiplied by a growth rate mutually agreed upon by the Parties.

21.7.8 CLEC may also request data be provided that has previously been successfully provided by Qwest to CLEC. Qwest shall re-provide such data, if available, at a charge mutually agreed to by the Parties.

21.7.9 When CLEC has lost data that Qwest is entitled to the above terms and conditions apply equally to CLEC.

21.8 Qwest does not authorize CLEC to offer Qwest the ILEC as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where CLEC assigns Qwest as LPIC 5123 to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount.

If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, Qwest must establish its own Billing relationship with such End User Customers. Qwest may not bill CLEC, and CLEC shall have no obligation to pay Qwest, for toll service Qwest provides to CLEC's local End User Customers. In addition, CLEC shall have no obligation to bill CLEC local service End User Customers for toll service provided by Qwest.

APPENDIX 1 TO SECTION 21 - BILLING

CABS-FORMATTED CONNECTIVITY BILLS

1. Issuance of CABS-Formatted Connectivity Bills - General

1.1 Qwest and CLEC will issue Connectivity Bills formatted in CABS format or issued on paper in accordance with the terms and conditions set forth in this Appendix. Qwest and CLEC will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS/SECAB documents, which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) Days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Each invoice in CABS or SECAB format must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected.

1.2 Qwest and CLEC shall issue all Connectivity Bills containing such billing data and information in accordance with CABS Version 37.0 or SECAB Issue 7, or such later versions of CABS or SECAB as are published by Telcordia, or its successor, except that if the Parties enter into a Meet-Point Billing arrangement, such Connectivity Billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by Bellcore, or its successor. To the extent that there are no CABS, SECAB, or MECAB standards governing the formatting of certain data, such data shall be issued in a mutually agreed to format.

1.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements, and mutually agree on reasonable specifications and edit requirements to be followed. CLEC and Qwest shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet the mutually agreed specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in an electronic form (regardless of the receipt of the official paper bill) that can be processed and that meets the specifications set forth in this Appendix.

2. Electronic Transmissions

2.1 Qwest and CLEC agree that each Party will transmit Connectivity Billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect: Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Qwest has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Each Party must provide its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC will supply to Qwest its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect: Direct Node ID

must be sent to the other Party no later than twenty-one (21) Days before the changes take effect.

2.2 Both parties will provide to the other party the dataset naming requirements, consistent with industry standards, to be used in transmitting data.

3. **Tape or Paper Transmissions**

3.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and Qwest). Connectivity billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and will not be returned to the sending Party. Both Parties will provide the mailing address to be used for US Mail and overnight delivery prior to the bill date of the first bill. If an address needs to be changed, the billed party shall notify the billing party in writing of that change. CLEC's address changes are communicated through updates to the CLEC's Customer Questionnaire.

3.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.

3.3 All Billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 18-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

3.4 Billing data tapes shall comply with IBM standard tape labelling requirements.

3.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

3.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4. **Testing Requirements**

4.1 At least thirty (30) days prior to Qwest sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats (i.e., from SECAB to CABS), Qwest shall send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Appendix. Qwest shall also provide to CLEC's Company Manager, located at an address provided by CLEC, Qwest's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) Days prior to testing or a change in the Qwest's originating or state level company code. CLEC will notify Qwest within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet mutually agreed testing specifications. Qwest shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. Qwest shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If Qwest meets mutually agreed testing specifications, Qwest may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

4.2 During the testing period, Qwest shall transmit to CLEC Connectivity Billing data and information via NDM transmission or tapes mailed to an address provided in writing by the CLEC in its Customer Questionnaire.

5. **Additional Requirements**

5.1 Qwest agrees that if it transmits data to CLEC in a mechanized format, Qwest will also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each Connectivity Bill must contain at least one detail record.
- Any "From" Date should be equal to or less than the associated "Through" Date and neither date can contain spaces. The condition of "From" date being equal to "Through" Date is appropriate only when the incurred time frame for an expense / credit is the same calendar date.

The Invoice Number must not have embedded spaces or low values.

Section 22.0 - PRICING

22.1 General Principle

The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement. To the extent applicable, the rates in Exhibit A also apply to the services provided by CLEC to Qwest pursuant to this Agreement. CLEC may charge higher rates only after providing a TELRIC study supporting higher rates to the Commission for review.

22.2 Time and Materials – Calculation of Charges

If CLEC requests or approves that a Qwest technician perform special installation, maintenance, conversion, testing, escort or similar services, for which there is an hourly charge under this Agreement, CLEC will pay the labor rates for such services as specified in Exhibit A, including requests for installation or conversion outside of standard business hours for the product or service requested. Standard business hours for products and services are identified in this agreement. If CLEC requests that Qwest perform work outside of the standard business hours for the product or service requested, CLEC will be obligated to pay appropriate overtime or premium rates for that work. If CLEC requests that work be performed during the standard business hours for the product or service requested and CLEC is prepared for Qwest to perform the work during the standard business hours, CLEC will not be subject to overtime or premium rates if Qwest determines that the work is required to be performed outside of the standard business hours for the product or service requested. However, for maintenance and repair services, CLEC shall be deemed to authorize applicable overtime or premium rates when the CLEC provides Qwest with hours for access to the End User Customer that are outside standard business hours or at times that overtime or premium rates apply.

Qwest will manage and apply such charges in a non-discriminatory manner that is equivalent to Qwest's internal management and assignment of these costs. Basic charges apply when the Qwest technician performs work during standard business hours for the product or service requested. Overtime charges apply when the Qwest technician performs work on a business day, but outside standard business hours for the product or service requested, or on a Saturday. Premium charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

22.3 Changes in Retail Service Rates

Qwest will provide a notice via the CMP email distribution list of all Tariff filings on the date filed or in compliance with Commission rules, whichever is earlier, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date. If retail rates change after the Effective Date of this Agreement, the applicable discount shall be applied to the changed retail rate from the effective date of the rate change(s).

22.4 Interim Rates

22.4.1 The Parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the

Commission and require Commission approval shall be considered interim and subject to the following provisions.

22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the Parties or by order of the Commission.

22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission.

22.5 ICB Pricing

If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which Qwest would otherwise charge an ICB rate, Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service and submit it for review by the Commission within 60 days of offering the rate to CLEC. At the same time, Qwest may also file a written substantiation of the need for ICB pricing for any subsequent requests for the product or service. CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. The Qwest proposed rate shall be an Interim Rate under this Agreement. ICB pricing shall apply to all subsequent requests for the product or service if the Commission so determines.

Section 23.0 - NETWORK STANDARDS

23.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

23.2 The Parties recognize that equipment vendors may manufacture Telecommunications Equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

23.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

23.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

23.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering
Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

23.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital
Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

23.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

23.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

23.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: <http://www.qwest.com/techpub/>.

Section 24.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

**AT&T Communications
of the Midwest, Inc.**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director-Interconnection Agreements

Title

Date

Date

		COMPARISONS OF RATE CENTERS SERVED PER LATA					Total	Average per Switch
Entitiy	CLLI	620 Rochester	624 Duluth	LATA 626 St. Cloud	628 Minneapolis	636 Brainard/Fargo		
Qwest:MN	DLTHMNME12T		19				19	
Qwest:MN	GLVYMNOR01T				6		6	
Qwest:MN	MPLSMNDT12T				12		12	
Qwest:MN	OWTNMNOW12T	13					13	
Qwest:MN	ROCHMNRO12T	3					3	
Qwest:MN	STCDMNT012T			19			19	
Qwest:MN	WADNMNWA12T					13	13	
Qwest:MN	WNDMMNWI12T	8					8	
Qwest Total		24	19	19	18	13	93	11.63
TCG	MPLSMNCDDS3	24			17		41	
TCG	RSVLMNFYDS0				17		17	
TCG Total		24			17		41	20.50
AT&T	MPLSMNDT62H	24	19	19	17		79	
AT&T	MPLSMNDTDS8				17		17	
AT&T	MPLSMNDTDS9	24	19	19	17	13	92	
AT&T Total		24	19	19	17	13	92	30.67