

**Type 2 Wireless Collocation and Dispute Resolution Amendment
to the Interconnection Agreement between
Qwest Corporation and
Verizon Wireless fka U S West NewVector Group
for the State of Nebraska**

This is an Amendment (“Amendment”) to the Wireless Type 2 Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Verizon Wireless fka U S West NewVector Group (“WSP”) Qwest and WSP shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) which was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended as follows:

Attachment 1 – Definitions Section is hereby amended by adding and/or replacing terms as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Attachment 2 – Insurance Section is hereby added, in its entirety, the Insurance terms and conditions as set forth in Attachment 2, to this Amendment, attached hereto and incorporated herein by this reference

Attachment 3 – Dispute Resolution Section is hereby amended by replacing, in their entirety, the existing Dispute Resolution terms and conditions for Dispute Resolution as set forth in Attachment 3, to this Amendment, attached hereto and incorporated herein by this reference

Attachment 4 - Type 2 Wireless Collocation is hereby added, in its entirety, the Collocation terms, conditions and rates for Type 2 Wireless Collocation as set forth in Attachment 4 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Attachment 5 – Invoices for Charges Section is hereby amended by adding terms and conditions as set forth in Attachment 5 to this Amendment, attached hereto and incorporated herein by this reference.

The Section numbers used in this Amendment are not intended to correspond with the section numbers in the Wireless Type 2 Interconnection Agreement.

In the event of conflict between terms, conditions or rates in the Wireless Type 2

Interconnection Agreement and this Amendment, the terms, conditions and rates in this Amendment control.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, WSP must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. WSP will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the WSP's bills shall be deemed accurate and adjusted without error.

Further Amendments

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

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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

Verizon Wireless

(fka U S West NewVector Group)

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Cellco Partnership d/b/a Verizon Wireless
Omaha Cellular Telephone Company d/b/a Verizon
Wireless
By Verizon Wireless (VAW) LLC, Its General
Partner

Qwest Corporation

Signature

Beth Drohan

Name Printed/Typed

Area Vice President Network – Midwest Area
Title

Date

Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts
Title

Date

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ATTACHMENT 1

The following Definitions are adding and/or replacing the existing Definitions:**SECTION 4.0 – DEFINITIONS**

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

"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.

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

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

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of WSP's equipment to be used for the purpose of Interconnection.

"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.

"Day" means calendar Days unless otherwise specified.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease and WSP or third-party owned or control of facilities begin.

"Due Date" means the specific date on which the requested service is to be available to WSP as applicable.

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties.

"Entrance Facility" is a DS1 or DS3 facility that extends from WSP'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.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to WSP to confirm that the WSP 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.

"Interconnection" is as described in the Act and refers to the connection between networks for

the purpose of transmission and routing of traffic.

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

"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; 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. The PCAT is available on Qwest's web site: <http://www.qwest.com/wholesale/pcat/wirelesstype2.html>

"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 WSP Application and makes functional space available to WSP. Such work includes, but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between WSP 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 WSP) and APOT/CFA are complete, telephone service, and other services and facilities ordered by WSP for Provisioning by the RFS date.

"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.

"Technically Feasible" Interconnection, Collocation, and other methods of achieving Interconnection 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 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.

"Wire Center" means the location of a Qwest local switching facility containing one or more Central Offices, as defined in the Appendix to Part 36, Chapter 1 of Title 47 of the Code of Federal Regulations. Wire Center boundaries define the area in which Qwest End User Customers served by a given Wire Center are located.

"Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of local service.

ATTACHMENT 2**The following language adds Insurance terms and conditions to the Agreement:****SECTION 5.0 - TERMS AND CONDITIONS****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 A-VII 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 ten billion dollars (\$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 ten billion dollar (\$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 one hundred thousand dollars (\$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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$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 one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of ten million dollars (\$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 eleven million dollars (\$11,000,000).

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

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates 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 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.

ATTACHMENT 3

SECTION 5.0 - TERMS AND CONDITIONS**5.18 Dispute Resolution**

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within fifteen (15) Days after delivery of the written notice of dispute, designate a knowledgeable, responsible and authorized 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 will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within thirty (30) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action or regulatory proceeding, as applicable unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

5.18.5 The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with the underlying Agreement.

ATTACHMENT 4**The following language adds Collocation terms and conditions for Type 2 Wireless Collocation to the Agreement:****Section 7.0 – TYPE 2 WIRELESS COLLOCATION****7.1 Description**

7.1.1 Wireless Type 2 Collocation allows for the placing of equipment by Wireless Service Provider (WSP) at Qwest's Premises, where Technically Feasible, that is necessary for Interconnection with Qwest under a local Type 2 arrangement. Wireless Type 2 Collocation includes the leasing to WSP 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 WSP of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. There are currently five (5) standard types of Wireless Type 2 Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame. Other types of Wireless Type 2 Collocation may be requested through the BFR process.

7.1.1.1 Virtual Wireless Type 2 Collocation -- A Virtual Wireless Type 2 Collocation arrangement requires WSP to purchase and deliver to Qwest WSP's own equipment for Qwest to install, repair, and maintain in Qwest's Premises. WSP does not have physical access to its virtually collocated equipment in the Qwest Premises.

7.1.1.2 Caged Physical Wireless Type 2 Collocation -- allows WSP to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of Interconnection. WSP is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

7.1.1.3 Cageless Physical Wireless Type 2 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 WSP can place and maintain its own equipment. WSP is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within WSP's leased Wireless Type 2 Collocation space.

7.1.1.4 Shared Caged Physical Wireless Type 2 Collocation -- allows two (2) or more WSPs to share or sublease a single Wireless Type 2 Collocation enclosure. Under Shared Physical Wireless Type 2 Collocation, one (1) WSP obtains a Caged Physical Wireless Type 2 Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another WSP, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) WSPs. Shared Wireless Type 2 Collocation may also be established through joint Application by WSPs in which Qwest

will have a separate Billing relationship with each applicant and will look to each collocating WSP for payment of its proportionate share of the charges relating to the Wireless Type 2 Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the Shared Wireless Type 2 Collocation cage or condition the space for Wireless Type 2 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 WSP (and billed directly to each such WSP) based on the percentage of the total space utilized by that WSP as per the Wireless Type 2 Collocation Application. Qwest shall not place unreasonable restrictions on WSP's use of a Wireless Type 2 Collocation cage, such as limiting WSP's ability to contract with other WSPs to share WSP's Wireless Type 2 Collocation cage in a sublease-type arrangement. In addition, if two (2) or more WSPs who have Interconnection Agreements with Qwest utilize a Shared Wireless Type 2 Collocation arrangement, Qwest shall permit each WSP to provision service from that Shared Wireless Type 2 Collocation space, regardless of which WSP was the original collocator, directly from Qwest. Qwest shall make Shared Wireless Type 2 Collocation space available in single-bay increments or their equivalent.

7.1.1.5 Interconnection Distribution Frame (ICDF) Wireless Type 2 Collocation -- is offered for the purpose of facilitating WSP's interconnecting with Qwest under a local Type 2 arrangement. Under ICDF Wireless Type 2 Collocation, WSP need not collocate equipment in the Qwest Wire Center. With ICDF Wireless Type 2 Collocation, WSP will have access to the Qwest Wire Center and an ICDF for Interconnection with Qwest under a local Type 2 arrangement,. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing WSP with access to ancillary services.

7.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If WSP desires a dedicated distribution frame for the purpose of Interconnection with Qwest under a local Type 2 local arrangement, WSP may do so through the placement of a WSP-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Wireless Type 2 Collocation.

7.2 Terms and Conditions

7.2.1 Terms and Conditions - All Wireless Type 2 Collocation

7.2.1.1 Qwest shall provide Wireless Type 2 Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory. In addition, Qwest shall provide Wireless Type 2 Collocation in accordance with all applicable federal and state laws.

7.2.1.2 Wireless Type 2 Collocation of Switching Equipment. WSP may collocate any equipment that is necessary for Interconnection with Qwest under a local Type 2 arrangement.

7.2.1.2.1 Intentionally Left Blank.

7.2.1.2.2 Before any equipment that includes switching functionality is installed, WSP must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection with Qwest under a local Type 2 arrangement. Once WSP establishes that it will use a certain type of equipment for Interconnection with Qwest under a local Type 2 arrangement, Qwest will allow future Wireless Type 2 Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection with Qwest under a local Type 2 arrangement. However, Qwest will complete the Wireless Type 2 Collocation within the appropriate interval unless granted relief by the Commission.

7.2.1.2.3 Intentionally Left Blank.

7.2.1.2.4 WSP may not collocate equipment that is not necessary for Interconnection with Qwest under a local Type 2 arrangement.

7.2.1.3 WSP 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 WSP-provided Cross Connection device.

7.2.1.4 Demarcation points for ancillary services. The Demarcation Point for ancillary services is that physical point where Qwest shall terminate its ancillary services for access by WSP. There are two (2) standard Demarcation Points where ancillary services may be delivered to WSP. WSP shall specify its choice of standard Demarcation Points for its access to ancillary services. One available Demarcation Point is at WSP-provided Cross Connection equipment in WSP's Physical or Virtual Wireless Type 2 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 WSP and Qwest. To the extent WSP selects a Demarcation Point outside of its collocated space, WSP shall provide and Qwest shall install the tie cables from WSP's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at WSP's expense.

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

- a) at WSP-provided Cross Connection equipment located in WSP's Virtual or Physical Wireless Type 2 Collocation space; or
- b) if WSP elects to use ICDF Wireless Type 2 Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if WSP elects to use an ICDF in association with Virtual or Physical Wireless Type 2 Collocation, at the ICDF; or
- d) at a direct connection point of termination as described in Section

7.3.1.11.2; or

- e) at another Demarcation Point mutually-agreed to by the Parties.

7.2.1.6 – 7.2.1.7 Intentionally Left Blank.

7.2.1.8 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 WSP that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

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

- a) available Wireless Type 2 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 Wireless Type 2 Collocation;
- e) whether sufficient power is available to meet the specific WSP request;
- f) number of WSPs 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 reservations of space by all WSPs.

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

7.2.1.10 Wireless Type 2 Collocation is offered on a first-come, first-served basis. Requests for Wireless Type 2 Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of WSP's equipment. If Qwest determines that the amount of space requested by WSP for Caged Physical Wireless Type 2 Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to WSP for Caged Physical Wireless Type 2 Collocation. Alternatively, WSP will be offered Cageless Physical Wireless Type 2 Collocation (single frame bay increments), or Virtual Wireless Type 2 Collocation as an alternative to Caged Physical Wireless Type 2 Collocation. In the event the original Wireless Type 2

Collocation request is not available due to lack of sufficient space, and WSP did not specify an alternative form of Wireless Type 2 Collocation on the original order form, WSP will be required to submit a new order for WSP's preferred alternative Wireless Type 2 Collocation arrangement. If WSP identifies alternate choices for Wireless Type 2 Collocation on its original Wireless Type 2 Collocation request, Qwest will determine the feasibility of the next preferred option in the event WSP's first choice is not available. To the extent possible, Qwest shall make contiguous space available to WSP when it seeks to expand its existing Wireless Type 2 Collocation space. Where adjoining space is not available, Qwest will engineer a route for WSP to provide facilities between the non-adjointing WSP Wireless Type 2 Collocation spaces as part of the Wireless Type 2 Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Wireless Type 2 Collocation of equipment.

7.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Wireless Type 2 Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Wireless Type 2 Collocation space. 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 WSPs in the queue that space for Wireless Type 2 Collocation has become available. If there is insufficient space to accommodate all of the WSPs in queue, Qwest shall notify WSPs of the availability of space in accordance with the WSP's position in the queue. WSP must respond within ten (10) Days of receipt of notification from Qwest with a new Wireless Type 2 Collocation Application. If WSP does not provide a Wireless Type 2 Collocation Application within ten (10) Days of receipt of notification, or if WSP responds that it no longer requires the Wireless Type 2 Collocation space, WSP shall be removed from the queue and the available space shall be offered to the next WSP in the queue. If the space made available to a WSP in the queue is not sufficient to meet such WSP's needs, such WSP may deny the space that becomes available and keep its position in the queue.

7.2.1.11 If Qwest denies a request for Wireless Type 2 Collocation in a Qwest Premises due to space limitations, Qwest shall allow WSP representatives to tour the entire Premises escorted by Qwest personnel within ten (10) Days of WSP's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with WSP during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to WSP. If, after the tour of the Premises, Qwest and WSP disagree about whether space limitations at the Premises make Wireless Type 2 Collocation impractical, Qwest and WSP 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 Wireless Type 2 Collocation Application date for determining RFS unless both Parties agree to a revised date.

7.2.1.12 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 Wireless Type 2 Collocation is not practical because of space limitations.

7.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (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. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

- a) Number of WSPs 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 Wireless Type 2 Collocation at the Premises; and

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Space Availability Report requested by any WSP.

7.2.1.14 Reclamation and Reconditioning of Space

7.2.1.14.1 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.

7.2.1.14.1.1 If WSP issues a forecast or reservation for Wireless Type 2 Collocation, Qwest shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Wireless Type 2 Collocation requirements.

7.2.1.14.1.2 If WSP issues a Wireless Type 2 Collocation Application and unused, obsolete equipment must be removed to provide the requested Wireless Type 2 Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Wireless Type 2 Collocation request within the applicable interval set forth in Section 7.4.

7.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Wireless Type 2 Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet WSP needs for Wireless Type 2 Collocation. If requested by WSP, Qwest will assess the cost of such reconditioning, provide a quote to WSP for the costs, and upon Acceptance of quote by WSP, perform the necessary work to recondition the space. For reconditioned space, WSP is responsible for prorated charges based on the amount of space requested.

7.2.1.15 Cancellation of Wireless Type 2 Collocation Request. WSP may cancel a

Wireless Type 2 Collocation request prior to the completion of the request by Qwest by submitting a Wireless Type 2 Collocation Cancellation Application. WSP shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received. Wireless Type 2 Collocation Cancellation is available for all Wireless Type 2 Collocations under a particular billing authorization number (BAN) for which WSP has not received notification of completion from Qwest. Cancellation is offered for all types of Wireless Type 2 Collocation. A cancellation will only occur upon request by WSP.

7.2.1.15.1 WSP may submit a Wireless Type 2 Collocation Cancellation Application if the Wireless Type 2 Collocation job is in progress. Upon receipt of a completion notice for the specific Wireless Type 2 Collocation job, the Wireless Type 2 Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Wireless Type 2 Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work on a Wireless Type 2 Collocation in progress upon receipt and acceptance of a Wireless Type 2 Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Wireless Type 2 Collocation Cancellation Application.

7.2.1.15.2 Intentionally Left Blank.

7.2.1.15.3 Qwest will not charge for canceling the Wireless Type 2 Collocation job except for work already completed as of acceptance by Qwest of the Wireless Type 2 Collocation Cancellation Application. Charges will be based on when Qwest receives the Wireless Type 2 Collocation Cancellation Application and the completion status of the Wireless Type 2 Collocation work. A quote will be issued within thirty (30) Days of Qwest's acceptance of the Wireless Type 2 Collocation Cancellation Application.

7.2.1.16 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 WSP's reservation of Wireless Type 2 Collocation space for WSP's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Wireless Type 2 Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Wireless Type 2 Collocation at that point is not Technically Feasible.

7.2.1.17 In addition to the requirements of Section 7.2.1.8, all Wireless Type 2 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 web site at http://www.qwest.com/wholesale/pcat/Wireless_Type_2_Collocation.html.

7.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to WSP. The access control process includes but is not limited to the requirement that all WSP 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 WSP physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

7.2.1.18.1 Qwest will take all reasonable measures to insure that WSP 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 WSP's equipment, Qwest will, at WSP's request, vigorously and thoroughly investigate the situation. WSP shall cooperate in the investigation as requested by Qwest. Qwest will keep WSP apprised of the progress of any investigation, and report any conclusions in a timely manner.

7.2.1.19 Qwest shall provide access to WSP'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 WSP personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying WSP's employees entry into Qwest Premises. Qwest shall provide WSP with access to other basic facilities, including parking, where available on a first-come, first-served basis.

7.2.1.20 WSP shall be restricted to corridors, stairways, and elevators that provide direct access to WSP's space, or to the nearest restroom facility from WSP's designated space, and such direct access will be outlined during WSP's orientation meeting. Access shall not be permitted to any other portion of the building.

7.2.1.21 Nothing herein shall be construed to limit WSP's ability to obtain more than one form of Wireless Type 2 Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Wireless Type 2 Collocation or ICDF Wireless Type 2 Collocation) in a single Premises, provided space is available.

7.2.1.22 Termination of Wireless Type 2 Collocation Arrangement. WSP may terminate a completed Wireless Type 2 Collocation arrangement by a Wireless Type 2 Collocation Decommission or a Wireless Type 2 Collocation Transfer of Responsibility. A Wireless Type 2 Collocation site is only eligible for Wireless Type 2 Collocation Decommission or a Wireless Type 2 Collocation Transfer of Responsibility after the site is built-out and accepted by WSP. Abandoned equipment shall be handled as detailed in Section 7.2.1.22.3.

7.2.1.22.1 Wireless Type 2 Collocation Decommission. Wireless Type 2 Collocation Decommission refers to the deactivation of a Wireless Type 2 Collocation site occupied by WSP and removal of WSP equipment. Wireless Type 2 Collocation Decommission is offered for all types of Wireless Type 2 Collocation. A request for decommissioning is irrevocable once Qwest accepts the Wireless Type 2 Collocation Decommission Application.

7.2.1.22.1.1 Prior to submitting a Wireless Type 2 Collocation Decommission Application, all WSP's financial obligations with respect to

the Wireless Type 2 Collocation site to be decommissioned must be current, with the exception of formally disputed charges. WSP financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) Days past due.

7.2.1.22.1.2 WSP must disconnect all services, including any administrative services, from the Wireless Type 2 Collocation site to be decommissioned prior to submitting the Wireless Type 2 Collocation Decommission Application. All of WSP's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If WSP has not disconnected all services, all charges with respect to the Wireless Type 2 Collocation site will continue to accrue and the Wireless Type 2 Collocation Decommission Application will be rejected.

7.2.1.22.1.2.1 Prior to disconnecting its services, WSP must notify, in writing, all of its current End User Customers affected by the discontinuation of service. WSP must submit an email notification with the Wireless Type 2 Collocation Decommission Application representing to Qwest that all WSP End User Customers have been properly notified. Failure to include such email notification or LOA will result in the rejection of the Wireless Type 2 Collocation Decommission Application.

7.2.1.22.1.3 WSP should remove its equipment prior to submitting a Wireless Type 2 Collocation Decommission Application. Equipment includes all WSP owned electronic equipment, equipment racks, mounting hardware, and WSP supplied cable (including direct WSP-to-WSP cables), termination blocks and cage materials. If WSP does not remove its equipment within thirty (30) Days of Qwest's acceptance of the Wireless Type 2 Collocation Decommission Application, Qwest will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from Qwest, WSP will have fifteen (15) Days to notify Qwest that the equipment is not abandoned and remove its equipment. If WSP does not respond to the notification and remove the equipment and Qwest determines that the equipment has been abandoned, Qwest will send a final notification and bill WSP for any and all claims, expenses, fees or other costs associated with the removal by Qwest of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. WSP will hold Qwest harmless from the failure to return any such equipment, property or other items.

7.2.1.22.1.4 Qwest will remove all Wireless Type 2 Collocation entrance facilities. For shared Wireless Type 2 Collocation entrance facilities, Qwest will cut all fiber and/or copper Wireless Type 2 Collocation entrance facilities at the splice point in the Wireless Type 2 Collocation Point of Interconnection (C-POI). For express Wireless Type

2 Collocation entrance facilities, Qwest will remove and dispose of the Wireless Type 2 Collocation entrance fiber.

7.2.1.22.1.5 For Virtual Wireless Type 2 Collocation, Qwest will automatically remove all equipment within ninety (90) Days. Qwest will negotiate with WSP to schedule the pick up of the equipment. There will be no charge for the removal of WSP's Virtual Wireless Type 2 Collocation equipment.

7.2.1.22.1.6 Intentionally Left Blank

7.2.1.22.1.7 WSP will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another WSP during the following defined time period. An inventory will be completed by Qwest and furnished to WSP within ninety (90) Days of the Wireless Type 2 Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit.

7.2.1.22.1.7.1 Intentionally Left Blank

7.2.1.22.1.7.2 Reusable elements include components used to provision the original Wireless Type 2 Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.

7.2.1.22.1.8 WSP is required to return the space to turnover condition. Turnover condition is defined as the same condition in which WSP originally assumed the Wireless Type 2 Collocation site. WSP must relinquish security access if not currently leasing another Wireless Type 2 Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) Days of receipt of an accepted Wireless Type 2 Collocation Decommission Application, unless alternative arrangements have been agreed to by Qwest.

7.2.1.22.1.9 Ordering – WSP should submit a Wireless Type 2 Collocation Decommission Application form. Qwest will notify WSP within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the Wireless Type 2 Collocation Decommission Application. Qwest will provide an inventory of the eligible reimbursable and reusable elements and the potential credits within ninety (90) Days of the Wireless Type 2 Collocation Decommission Application acceptance.

7.2.1.22.1.10 Billing - Qwest will not charge for decommissioning Wireless Type 2 Collocations unless equipment has been abandoned or the Wireless Type 2 Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned

equipment or returning the Wireless Type 2 Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Wireless Type 2 Collocations.

7.2.1.22.2 Wireless Type 2 Collocation Transfer of Responsibility. Wireless Type 2 Collocation Transfer of Responsibility is the transfer of a Wireless Type 2 Collocation site from vacating WSP (current WSP leasing the space in the Premises) to an assuming WSP. Wireless Type 2 Collocation Transfer of Responsibility is available for Caged Physical Wireless Type 2 Collocation, Cageless Physical Wireless Type 2 Collocation, and Virtual Wireless Type 2 Collocation. All other types of Wireless Type 2 Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Wireless Type 2 Collocation Transfer of Responsibility: 1) Wireless Type 2 Collocation Transfer of Responsibility Without Working Circuits – The Wireless Type 2 Collocation is not serving any End User Customers (e.g., WSP Type 2 trunks) or 2) Wireless Type 2 Collocation Transfer of Responsibility With Working Circuits – The Wireless Type 2 Collocation has active service, such as WSP Type 2 trunks or is serving End User Customers.

7.2.1.22.2.1 Generally, Wireless Type 2 Collocation Transfer of Responsibility is not available if another WSP or Qwest are waiting in queue for available space within the requested Premises; however, if assuming WSP acquires all or substantially all of the Wireless Type 2 Collocation sites of vacating WSP in Qwest Premises 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 Premises, Wireless Type 2 Collocation Transfer of Responsibility shall be available when vacating WSP and assuming WSP are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating WSP has filed for bankruptcy, assuming WSP must comply with Applicable Law in obtaining the transfer of the Wireless Type 2 Collocation site.

7.2.1.22.2.2 Both vacating WSP's and assuming WSP's Interconnection Agreements with Qwest must contain finalized terms and conditions for Wireless Type 2 Collocation Transfer of Responsibility and all associated services. Assuming WSP is required to have an Interconnection Agreement with Qwest prior to submitting a Wireless Type 2 Collocation Transfer of Responsibility request. Assuming WSP will need to amend any previously existing Interconnection Agreement prior to submitting a Wireless Type 2 Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

7.2.1.22.2.3 Wireless Type 2 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to

be processed in conjunction with the transfer. If translations work is needed, WSP's transfer plans shall allow for the completion of the Wireless Type 2 Collocation Transfer of Responsibility prior to initiating any translation activity.

7.2.1.22.2.4 A request for Wireless Type 2 Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming WSP of the nonrecurring Wireless Type 2 Collocation transfer charges reflected on the quote.

7.2.1.22.2.5 The Wireless Type 2 Collocation site to be transferred is identified by vacating WSP's eleven (11) character CLLI™ code. The Wireless Type 2 Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Wireless Type 2 Collocation entrance facilities from the Wireless Type 2 Collocation - Point of Interface (C-POI) manhole, cables, and working circuits, if applicable.

7.2.1.22.2.6 The transfer of equipment between vacating WSP and assuming WSP will be the responsibility of vacating WSP and assuming WSP. Qwest is not responsible for the physical condition of vacating WSP's equipment, with the exception of equipment associated with a Virtual Wireless Type 2 Collocation, as set forth in WSPs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating WSP and assuming WSP is the responsibility of those two parties. Qwest will not participate in these negotiations. Qwest will only manage the database and records transfer.

7.2.1.22.2.7 Assuming WSP will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), WSP address, phone number, billing and contact information, and contract number. The Wireless Type 2 Collocation eleven (11) character WSP CLLI™ code will remain the same.

7.2.1.22.2.8 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, and disconnect orders need to be submitted between quote Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Wireless Type 2 Collocation augment orders will not be allowed from the time that the Wireless Type 2 Collocation Transfer of Responsibility Application has been accepted by Qwest until assuming WSP has accepted the quote for the Wireless Type 2 Collocation Transfer of Responsibility.

7.2.1.22.2.9 All work in progress related to the Wireless Type 2 Collocation site and associated working circuits, if applicable, must either be completed or cancelled by vacating WSP prior to the quote Acceptance.

7.2.1.22.2.10 If vacating WSP does not lease another Physical Wireless Type 2 Collocation site at the specified Central Office at the time of the Wireless Type 2 Collocation Transfer of Responsibility request, then vacating WSP must relinquish security access to the building.

7.2.1.22.2.11 Vacating WSP's financial obligations to Qwest with respect to the Wireless Type 2 Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Wireless Type 2 Collocation Transfer of Responsibility Application. Vacating WSP's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Wireless Type 2 Collocation account that are more than thirty (30) Days past due. Vacating WSP may meet its financial obligations by having them expressly assumed, in writing, by assuming WSP and assuming WSP pays such obligations at the time it accepts the quote for Wireless Type 2 Collocation Transfer of Responsibility.

7.2.1.22.2.12 Assuming WSP's financial obligations to Qwest must be in good standing prior to submitting a Wireless Type 2 Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

7.2.1.22.2.13 Vacating WSP and assuming WSP must provide a signed Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Wireless Type 2 Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Wireless Type 2 Collocation site.

7.2.1.22.2.14 Prior to submitting a Wireless Type 2 Collocation Transfer of Responsibility Application without working circuits, vacating WSP must ensure that no active circuits exist at the Wireless Type 2 Collocation site to be transferred.

7.2.1.22.2.15 Prior to transferring a Wireless Type 2 Collocation site with working circuits, vacating WSP must notify, in writing, all of its current End User Customers that utilize the Wireless Type 2 Collocation site's equipment or facilities of the transfer of service to assuming WSP, unless vacating WSP has a waiver from the FCC or other applicable regulatory authority. Vacating WSP must provide an email notification to Qwest with the Wireless Type 2 Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

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7.2.1.22.2.17 Vacating WSP and/or assuming WSP will be responsible for submitting orders for Wireless Interconnection Service (WIS) trunks

and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as private line and Access Services circuits, will be processed based on the information provided in the Wireless Type 2 Collocation Transfer of Responsibility Application spreadsheet. Assuming WSP is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

7.2.1.22.2.18 After the Wireless Type 2 Collocation Transfer of Responsibility is complete, vacating WSP, assuming WSP, and Qwest are all required to sign the Qwest services transfer agreement.

7.2.1.22.2.19 Billing. Vacating WSP will not incur charges for the transfer of the Wireless Type 2 Collocation site. Vacating WSP is obligated to pay all recurring charges associated with the Wireless Type 2 Collocation until Qwest completes the Wireless Type 2 Collocation Transfer of Responsibility request. Assuming WSP's quote will reflect the following nonrecurring charges associated with the transfer of the Wireless Type 2 Collocation site: Assessment Fee, payable regardless of whether the quote is accepted or not, a Network Systems Administration Fee, and charges for processing the transfer of working circuits, if applicable. Upon completion of the Wireless Type 2 Collocation Transfer of Responsibility, Qwest will begin Billing assuming WSP for all recurring charges based on assuming WSP's Interconnection Agreement and cease Billing vacating WSP.

7.2.1.22.3 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of WSP has been abandoned or left unclaimed in or at any Premises, Qwest shall notify WSP in writing of the existence of such equipment or property and WSP shall have thirty (30) Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) Day period, WSP disputes that the equipment or property has been abandoned or left unclaimed at the Premises, WSP shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to the Dispute Resolution section of the Type 2 Wireless Interconnection Agreement. If no Resolution Request has been delivered to Qwest within thirty (30) Days of the notice, all equipment or property of WSP not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by WSP to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to WSP and without obligation to account therefor, and WSP shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If WSP delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to the Dispute Resolution section of the Type 2 Wireless Interconnection Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) Days of the delivery of such Resolution Request, then thirty (30) Days after the date of the Resolution

Request, all equipment or property of WSP not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by WSP to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to WSP and without obligation to account therefor, and WSP shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. WSP hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where WSP has submitted a Decommissioning Application, the provisions of Section 7.2.1.22.1 of this Agreement, shall govern the equipment or property of WSP and not this Section unless WSP fails to remove its equipment or property in accordance with the terms of Section 7.2.1.22.1 of this Agreement.

7.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between WSP's equipment in its collocated spaces to the collocated equipment of another WSP located in the same Qwest Premises; or to WSP's own non-contiguous Wireless Type 2 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 WSP in the Wireless Type 2 Collocation Application form, including but not limited to, distance limitations of the facilities WSP intends to use for the connection. WSP 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 WSP's own choosing. WSP may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Wireless Type 2 Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. WSP may perform such Interconnections at the ICDF, if desired.

7.2.1.24 Qwest will provide WSP 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 WSP through a direct connection to Qwest's existing Cross Connection network. WSP and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

7.2.1.25 WSP services will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. WSP services will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

7.2.1.26 If WSP disagrees with the selection of the Qwest Cross Connection frame, WSP may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request a connection to an alternative frame or an alternative arrangement, such as direct connections from WSP's Wireless Type 2 Collocation space to the MDF or COSMIC™ frame.

7.2.1.27 Conversions of the various Wireless Type 2 Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Wireless Type 2 Collocation to Cageless Physical Wireless Type 2 Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Wireless Type 2 Collocation is available, shall be completed in thirty (30) Days. WSP must pay all associated conversion charges.

7.2.1.28 Qwest shall permit WSP to construct or subcontract the construction and build-out of Physical Wireless Type 2 Collocation arrangements with contractors approved by Qwest. Such WSP construction of Physical Wireless Type 2 Collocation arrangements are for within WSP's physical space including the cage, if appropriate, frames, and cable racking. Qwest approval of WSP contractors involves security access arrangements and shall not be unreasonably withheld. WSP is not required to use Qwest or Qwest contracted personnel for the engineering and installation of WSP's collocated equipment. Approval by Qwest of WSP's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

7.2.1.29 Qwest will provide WSP 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 WSP 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 WSP 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 WSP equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify WSP by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of WSP equipment.

7.2.1.30 Optional DC Power Measurement. WSP will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If WSP orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If WSP orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on WSP ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis if WSP orders Optional DC Power Measurement. Qwest will also take a reading within thirty (30) Days of a written request by WSP. Qwest will perform a maximum of four (4) readings per year for a particular Wireless Type 2 Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill WSP based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to WSP's actual usage rate on a going forward basis.

7.2.1.31 Joint Testing. Joint Testing allows WSP to request Qwest to participate in Joint Testing of WSP services at the Interconnection Distribution Frame (ICDF). WSP may request Joint Testing on the Wireless Type 2 Collocation Application form or by

sending a separate Joint Testing Application form. Wireless Type 2 Collocation and Joint Testing Application forms are available in the PCAT. WSP must specify on its application the services to be tested and the type of tests to be performed with Qwest. WSP must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) Days of receipt. Joint Testing will be complete within ninety (90) Days of the RFS if Joint Testing is requested on the Wireless Type 2 Collocation Application form or ninety (90) Days from acceptance of the Joint Testing Application form.

7.2.1.31.1 Qwest will only test between WSP Wireless Type 2 Collocation and the ICDF once WSP equipment is in place. Joint Testing is only available for the services identified on the Wireless Type 2 Collocation Application or Joint Testing Application. If WSP wants additional services tested that are not identified on its initial application, WSP will need to complete a new Joint Testing Application.

7.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist WSP in conducting continuity tests on services at the ICDF. Qwest will not operate WSP test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults. WSP is responsible for replacement or repair of WSP-provided facilities.

7.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the services identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on WSP provided facilities, Qwest will charge for the Joint Testing. If WSP requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access WSP's Wireless Type 2 Collocation space to identify if the facility cabling sequence is correct, per applicable standards. WSP may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.

7.2.1.32 DC Power Reduction. DC Power Reduction With Reservation allows WSP to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. WSP will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as WSP notifies Qwest it wishes to discontinue the option. DC Power Reduction Without Reservation allows WSP to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps.

7.2.1.32.1 Applications for DC Power Reduction may be submitted only for Wireless Type 2 Collocation sites that have been completed and accepted by WSP, otherwise WSP should follow standard change or augment procedures including the applicable rates for changes or augments. On the Wireless Type 2 Collocation Application, WSP should indicate that it is a request for DC Power Reduction and identify the specific power feeds to be reduced. WSP should submit the applicable QPF or Engineering and Design fee with its Wireless Type 2 Collocation Application requesting DC Power Reduction. Qwest will notify WSP of any deficiencies in the Wireless Type 2 Collocation Application, within

ten (10) Days of receipt. A quote for the DC Power Reduction will be provided to WSP within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quote. WSP payment of all quoted nonrecurring charges constitutes acceptance and Qwest will then perform the work. If WSP accepts the quote within seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of the Wireless Type 2 Collocation Application. If WSP accepts the quote after seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of WSP's acceptance.

7.2.1.32.2 WSP assumes all responsibility for outages or impacts to WSP services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon the desired power and fuse availability.

7.2.1.32.3 Before submitting a Wireless Type 2 Collocation Application requesting DC Power Reduction, WSP's financial obligations for the Wireless Type 2 Collocation site must be current, with the exception of formally disputed charges. Billing to WSP will be revised to reflect the reduced DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by Qwest of the Wireless Type 2 Collocation Application.

7.2.1.32.4 If a shortage of fuse positions is imminent, Qwest will notify WSP of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another WSP or Qwest. Upon receipt of such notification, WSP must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to Qwest within thirty (30) Days.

7.2.1.33 Wireless Type 2 Collocation Available Inventory. Wireless Type 2 Collocation Available Inventory provides WSP with information about the availability of (a) returned Wireless Type 2 Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) WSP controlled sites that may be posted are available for a Transfer of Responsibility ("WSP Postings"). Qwest and WSPs may post available Wireless Type 2 Collocation sites on Qwest's wholesale web site at: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. WSP must either have an approved Interconnection Agreement or is currently negotiating with Qwest to have an interim Interconnection Agreement with the specific type of Wireless Type 2 Collocation to be obtained. If the Interconnection Agreement is pending approval, WSP must execute an early ordering letter. Qwest reserves the right to remove Qwest Postings to satisfy WSP Wireless Type 2 Collocation Applications or Qwest space requirements. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

7.2.1.33.1 WSP obtaining a Wireless Type 2 Collocation site from Qwest Postings must not have any overdue financial obligations owed to Qwest for Wireless Type 2 Collocation, with the exception of formally disputed charges. WSP will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if WSP terminates its lease prior to six (6) months occupancy.

7.2.1.33.2 Qwest Postings. Wireless Type 2 Collocation sites available in Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both Caged Physical Wireless Type 2 Collocation and Cageless Physical Wireless Type 2 Collocation sites will be offered in the Qwest Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the WSP acquiring the Wireless Type 2 Collocation space. WSP may request to add to or complete the Wireless Type 2 Collocation site to its specifications.

7.2.1.33.3 All services that were previously connected to the Wireless Type 2 Collocation will be disconnected before the site is listed in the Qwest Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. Qwest shall inventory all reusable and reimbursable elements and include them in the Wireless Type 2 Collocation site information.

7.2.1.33.4 Qwest may also elect to offer Wireless Type 2 Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Wireless Type 2 Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, and grounding. It is expressly understood and agreed that Qwest is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any Qwest warranties or representations of any kind, express or implied. WSP is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. WSP is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and shall conform and comply with: (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations; (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of WSP; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the

equipment, WSP shall be listed as the generator, arranger and owner of the materials.

7.2.1.33.5 WSP will submit a Wireless Type 2 Collocation Application indicating a specific Wireless Type 2 Collocation site from the Wireless Type 2 Collocation Available Inventory. Qwest will follow the standard Wireless Type 2 Collocation provisioning intervals for the type of Wireless Type 2 Collocation as included in WSP's Interconnection Agreement. During preparation of the quote, Qwest will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, WSP may cancel the Wireless Type 2 Collocation Application or submit a change to the pending Wireless Type 2 Collocation Application. Any cancellation due to differences between the Qwest Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

7.2.1.33.6 Charges for Wireless Type 2 Collocation sites listed in the Qwest Postings will be on a site specific basis, according to assuming WSP's Interconnection Agreement and its requested work in the Wireless Type 2 Collocation Application. Assuming WSP will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 7.2.1.22.

7.2.1.34 Intentionally Left Blank.

7.2.1.35 Wireless Type 2 Collocation Joint Inventory Visit. Wireless Type 2 Collocation Joint Inventory Visit allows WSP to request a comprehensive visit with Qwest at an existing Central Office Wireless Type 2 Collocation site. The purpose of this Joint Inventory Visit is to review space, power, , synchronization, administrative lines, virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing.

7.2.1.35.1 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. Inventory will be documented and any deviations identified on a "Wireless Type 2 Collocation-Joint Inventory Visit Form." This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided to WSP prior to the wrap-up conference call.

7.2.1.35.2 Joint Inventory Visit is available for any Central Office premise type of Wireless Type 2 Collocation.

7.2.1.35.3 Joint Inventory Visit Fee will be communicated from the Qwest Wireless Type 2 Collocation Project Management Center (CPMC) via email to WSP and followed by an invoice requiring 100% payment. Quotes are sustainable upon receipt, since the shortened timeframe requires immediate processing by Qwest.

7.2.1.35.4 The visits will be conducted during normal business hours defined

as: Monday through Friday from 8 am to 5 pm local time excluding Qwest recognized holidays.

7.2.1.35.5 The Qwest employee conducting the visit will be a knowledgeable management employee. The Qwest representative will be identified by a State Interconnect Manager (SICM).

7.2.1.35.6 The overall process for a Wireless Type 2 Collocation Joint Inventory Visit will be sixty (60) Days from receipt of a valid and complete application to completion of the Joint Inventory Visit, subject to scheduling availability of both Qwest and the WSP.

7.2.1.35.7 A maximum of two scheduling visits will be planned subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit by WSP will result in WSP being billed and no deliverables received.

7.2.1.35.8 WSP must submit a "Joint Inventory Visit Application" to order a Wireless Type 2 Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at http://www.qwest.com/wholesale/pcat/Wireless_Type_2_Collocation.html#imp.

7.2.1.35.9 Each site requested will require a separate application form. This is defined as each eleven digit CLLI code location.

7.2.1.35.10 WSP will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business Day.

7.2.2 Terms and Conditions - Virtual Wireless Type 2 Collocation

7.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection with Qwest under a local Type 2 arrangement. When providing Virtual Wireless Type 2 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.

7.2.2.2 WSP will not have physical access to the virtually collocated equipment in the Qwest Premises. However, WSP will have physical access to the Demarcation Point in the Qwest Premises.

7.2.2.3 WSP will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by WSP and installed in Qwest Premises.

7.2.2.4 WSP shall ensure that upon receipt of WSP's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at WSP's expense. WSP shall advise the manufacturer and seller of the virtually collocated equipment that WSP's equipment will be possessed, installed and maintained by Qwest.

7.2.2.5 WSP'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. WSP shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of WSP's virtually collocated equipment. Such safety and engineering standards shall apply to WSP equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

7.2.2.6 WSP must specify all software options and associated plug-ins for its virtually collocated equipment.

7.2.2.7 WSP will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of WSP'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.

7.2.2.8 WSP will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of WSP's virtually collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, WSP shall not be responsible for any costs or charges incurred in the maintenance and/or repair of WSP's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

7.2.3 Terms and Conditions - Caged and Cageless Physical Wireless Type 2 Collocation

7.2.3.1 Qwest shall provide Caged and Cageless Physical Wireless Type 2 Collocation to WSP for Interconnection with Qwest under a local Type 2 arrangement except that Qwest may provide Virtual Wireless Type 2 Collocation if Qwest demonstrates to the Commission that Physical Wireless Type 2 Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

7.2.3.2 Physical Wireless Type 2 Collocation is offered in Premises on a space-available, first come, first-served basis.

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7.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute WSP's leased space. WSP

will, in accordance with the other terms and conditions of this Section, have access to its leased space.

7.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Wireless Type 2 Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of WSP's leased physical space and the riser from the vault to the leased physical space.

7.2.3.6 WSP owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest.

7.2.3.7 Qwest shall permit WSP to commence installation of its equipment prior to completion of Qwest's work on the remaining Wireless Type 2 Collocation infrastructure, at no additional charge to WSP. Such "early access" date will be negotiated by Qwest and WSP on a site specific basis. In order to obtain early access, WSP must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Wireless Type 2 Collocation must be complete before early access is granted. Such early access by WSP shall not interfere with the work remaining to be performed by Qwest.

7.2.3.8 Upon completion of the construction of the Wireless Type 2 Collocation project, Qwest will work cooperatively with WSP in matters of joint testing and maintenance.

7.2.3.9 If, during installation, Qwest determines WSP 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 WSP 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 WSP'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 WSP'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 WSP's expense. In the event that WSP disputes any action Qwest seeks to take or has taken pursuant to this provision, WSP may pursue immediate resolution by the Commission or a court of competent jurisdiction.

7.2.3.10 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. WSP 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 7.2.1.8, WSP 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 WSP, 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 WSP'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 WSP's equipment fails to meet. If WSP 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 WSP 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 WSP's expense.

7.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of WSP for Caged or Cageless Physical Wireless Type 2 Collocation space. Upon WSP's request, this service shall be available per standard Qwest business service Provisioning processes and rates.

7.2.3.12 For Caged Physical Wireless Type 2 Collocation, WSP's leased floor space will be separated from other WSPs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or WSP may choose from Qwest approved contractors or may use another vendor of WSP's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All WSP 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.

7.2.3.13 For Cageless Physical Wireless Type 2 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 WSPs' equipment bays. WSP may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide WSP with adjacent space.

7.2.4 Transmission Facility Access to Wireless Type 2 Collocation Space

7.2.4.1 For Virtual or Physical Wireless Type 2 Collocation, WSP may select from two (2) optional methods for facility access to its Wireless Type 2 Collocation space. They include: 1) fiber Entrance Facilities, 2) purchasing private line or Access Services. Other Entrance Facility technologies may be requested through the BFR process.

7.2.4.2 Wireless Type 2 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Wireless Type 2 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 Wireless Type 2 Collocation and Virtual Wireless Type 2 Collocation. Fiber Entrance Facilities provide the connectivity between WSP's collocated equipment within the Qwest Wire Center and a Wireless Type 2 Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where WSP shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

7.2.4.3 WSP 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 WSP's leased Wireless Type 2 Collocation space (Caged or Cageless Physical Wireless Type 2 Collocation) or WSP's equipment (Virtual Wireless Type 2 Collocation). The Qwest-provided facility from the C-POI to the leased Wireless Type 2 Collocation space (Physical Wireless Type 2 Collocation) or WSP equipment (Virtual Wireless Type 2 Collocation) shall be considered the Wireless Type 2 Collocation Fiber Entrance Facility. The preceding provisions do not apply to an Express Fiber Entrance Facility which provides that WSP fiber will be pulled to WSP Wireless Type 2 Collocation equipment without splices or termination on an FDP.

7.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber Entrance Facility provides fiber connectivity between WSP's fiber facilities delivered to the C-POI and WSP's Wireless Type 2 Collocation space in increments of twelve (12) fibers. WSP's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A twelve (12) fiber Interconnection cable is placed between WSP's Wireless Type 2 Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and WSP's Interconnection cable.

7.2.4.3.2 Cross Connect Fiber Entrance Facility - The cross connect fiber Entrance Facility provides fiber connectivity between WSP's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. WSP's fiber cable is spliced into a Qwest-provided shared

fiber entrance cable in twelve (12) fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (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 four (4) and twelve (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 Wireless Type 2 Collocation and multiple WSP locations in the office. This option also supports transitions from one (1) form of Wireless Type 2 Collocation to another.

7.2.4.3.3 Express Fiber Entrance Facility – Qwest will place WSP-provided fiber cable from the C-POI directly to WSP's Wireless Type 2 Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If WSP 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 for a shared entrance cable).

7.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Wireless Type 2 Collocation arrangements.

7.2.4.5 The Wireless Type 2 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 Wireless Type 2 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.

7.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and WSP, at which the fiber optic cable carrying WSP'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 Wireless Type 2 Collocation Entrance Facility solely for Wireless Type 2 Collocation. If Qwest requires the construction of a new Wireless Type 2 Collocation Entrance Facility for its own use, then the needs of WSP will also be taken into consideration.

7.2.4.7 As an alternative to the Fiber Entrance Facilities described above, WSP may purchase Qwest Tariffed or cataloged Private Line or Switched Access

Services.

7.2.5 Terms and Conditions – ICDF Wireless Type 2 Collocation

7.2.5.1 Interconnection Distribution Frame (ICDF) Wireless Type 2 Collocation is available if WSP has not obtained Caged or Cageless Physical Wireless Type 2 Collocation, but requires access to Qwest's Wire Center for accessing local Interconnection trunks, and ancillary services. ICDF Wireless Type 2 Collocation provides WSP with access to the Interconnection Distribution Frame, where Qwest will terminate Finished Services and ancillary services ordered by WSP. WSP may combine such services by running a jumper on the ICDF, in accordance with Section 7.2.5.3. WSP access to the ICDF will be on the same terms and conditions described for other types of Wireless Type 2 Collocation in this Section. There are multiple frames that could be used for ICDF Wireless Type 2 Collocation including, but not limited to, the following: a) existing Interconnection Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

All Qwest services on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest services. Qwest will maintain assignment records for each Finished Service, and ancillary service ordered by WSP that is terminated on the Interconnection Distribution Frame. Qwest will provide WSP with the frame assignments for each Finished Service, and ancillary service terminated on the ICDF.

7.2.5.3 WSP will be required to place the jumper connection between frame addresses to connect ancillary and Finished Services. WSP will be required to maintain the records for WSP-provided jumpers.

7.2.6 Terms and Conditions - Adjacent Wireless Type 2 Collocation and Adjacent Remote Wireless Type 2 Collocation

7.2.6.1 WSP may request Adjacent Wireless Type 2 Collocation and Adjacent Remote Wireless Type 2 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 Wireless Type 2 Collocation in an existing structure shall be ordered as Physical Wireless Type 2 Collocation. Adjacent Remote Wireless Type 2 Collocation in an existing structure shall be ordered as Remote Wireless Type 2 Collocation.

7.2.6.1.1 Alternatively, if no such structure described above exists, WSP 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. WSP 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.

7.2.6.1.2 WSP shall own such structure, subject to a reasonable ground space lease. If WSP terminates its Adjacent Wireless Type 2 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, WSP may transfer such structure to another WSP for use for Interconnection. Transfer to another WSP shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, WSP is responsible for removal of the structure and returning the property to its original condition.

7.2.6.2 Qwest shall provide written authorization for use of Qwest's property to WSP or WSP's contractor, to the extent that Qwest owns or controls such property, to assist WSP in obtaining any building permits or other approvals that may be necessary to construct the facility. WSP is responsible for construction of the structure or procurement of an existing structure. WSP is responsible for meeting all State and municipal building and zoning requirements. As participants in utility easements and public/private rights of way arrangements, WSP and Qwest are each responsible for insuring their respective facilities information (housing locations, cable paths, etc.) is communicated to OneCall/Blue Stakes-type entities, as appropriate.

7.2.6.3 Qwest will provide power and all other Physical Wireless Type 2 Collocation services and facilities.

7.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the_Qwest Premises on Qwest property that can be reasonably made available to WSP for Adjacent Wireless Type 2 Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including WSP's. Space below a hoisting area will not be relinquished for Wireless Type 2 Collocation space.

7.3 Rate Elements

Rate elements for Wireless Type 2 Collocation are included in Exhibit A.

7.3.1 Rate Elements - All Wireless Type 2 Collocation

7.3.1.1 Qwest will recover Wireless Type 2 Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by WSP on the Wireless Type 2 Collocation Application. A quote is then developed by Qwest for the work to be performed.

7.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Wireless Type 2 Collocation:

7.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to WSP for its Wireless Type 2 Collocation request.

7.3.1.4 Wireless Type 2 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 Wireless Type 2 Collocation) or to the leased space (for Caged or Cageless Physical Wireless Type 2 Collocation). The Wireless Type 2 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 7.3.1.17.

7.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to WSP provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

7.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to WSP collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by WSP in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

7.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If WSP orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by WSP. Qwest will determine the actual usage at the power board as described in Section 7.2.1.30. Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

7.3.1.7 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 WSP'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.

7.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when WSP 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 WSP.

7.3.1.9 Intentionally Left Blank.

7.3.1.10 The ITP provides the connection between the ancillary service or Interconnection service and the Demarcation Point.

7.3.1.11 Wireless Type 2 Collocation Terminations. Terminations are ordered by WSP for the purpose of accessing finished and ancillary services. These terminations may be requested in Shared Access and Direct Connection Configurations. Terminations (with the exception of ancillary services) are not separately billed on the Collocation account for WSP services. Terminations are billed on the finished service account for Private Line in lieu of a WSP provided Collocation Entrance Facility or WIS Service when they are not provisioned by the WSP.

7.3.1.11.1 Shared Access

7.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an 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

7.3.1.11.1.2 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 WSP collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by WSP or at its request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Wireless Type 2 Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When WSP provides the cabling, Wireless Type 2 Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When WSP provides and installs the tie cables, blocks and terminations on the ICDF, no Wireless Type 2 Collocation Termination rates will apply.

7.3.1.11.2 Direct Connection

7.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Wireless Type 2 Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Wireless Type 2 Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if WSP wants to connect directly from its Wireless Type 2 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. WSP will select its desired option via the Direct Connection Wireless Type 2 Collocation Application. If WSP chooses a demarcation inside the Wireless Type 2 Collocation space, WSP 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 WSP chooses a demarcation outside its Wireless Type 2 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, WSP will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services. WSP 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.

7.3.1.11.2.2 WSP'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.

7.3.1.11.2.3 If WSP 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 WSP's cost, to the extent feasible, Qwest shall consolidate WSP's requirements with the requirements of Qwest and other WSPs 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 one-half (½) shelf of block capacity must be reserved for future block space.

7.3.1.11.2.4 Requests for terminations at a DS0, 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 WSP to ensure that the cable is terminated in an existing frame with the service that WSP is wishing to connect with. Direct Connection is ordered via the supplemental Wireless Type 2 Collocation order form, Direct Connection (DC-POT). 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.

7.3.1.11.3 Terminations must be ordered in the following increments: DS0 in blocks of 100 or less; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or six (6) fiber pairs (twelve) fibers.

7.3.1.12 Security Charge. This charge applies to the keys/card and card readers required for WSP access to the Qwest Premises for the purpose of Wireless Type 2 Collocation. There are two monthly recurring rate elements associated with Security Access. The first rate element is per access card, per WSP employee, per month. The second rate element is the number of card accessible premises, per WSP employee, per month, as included in Exhibit A to this Agreement.

7.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. WSP must determine the synchronization requirements for WSP's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Wireless Type 2 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.

7.3.1.14 -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 Wireless Type 2 Collocation) or to the collocated equipment (for Virtual Wireless Type 2 Collocation). It is charged per foot, per A and B feeder.

7.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 7.2.1.9.1.

7.3.1.16 – 7.3.1.17 Intentionally Left Blank.

7.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one (1) hour per Joint Testing request at the Wireless Type 2 Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 7.2.1.31.3.

7.3.1.19 DC Power Reduction and Restoration Rates: WSP will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee to perform the engineering and planning work to process the DC Power Reduction or DC Power Restoration request per Wireless Type 2 Collocation space. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed are found in Exhibit A. When power is restored, nonrecurring charges will be assessed for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. These rates are found in Exhibit A. A recurring Power Maintenance Charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by WSP. The recurring charge will terminate on the date a restoration job completes for the power feed or WSP returns the fuse position to Qwest.

7.3.1.20 Wireless Type 2 Collocation Available Inventory Charges. For standard Qwest Postings of Wireless Type 2 Collocation Available Inventory, WSP will be charged the standard Wireless Type 2 Collocation rates, including the applicable QPF or Engineering and Planning Fee. For Special Sites, assuming WSP will be charged a Special Site Assessment Fee instead of the standard QPF, unless WSP requests an augment to the existing site in its initial Wireless Type 2 Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. WSP ordering a Special Site, in addition to the standard Wireless Type 2 Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Wireless Type 2 Collocation Site to assuming WSP and, if a site survey is requested by WSP, a Site Survey Fee. Any WSP equipment left in the site will be transferred to assuming WSP at no charge. Recurring charges for all products and services will be charged at rates listed in Exhibit A.

7.3.1.21 Wireless Type 2 Collocation Joint Inventory Visit Charges. The pricing for Joint Inventory Visit is a state-specific, nonrecurring charge identified in Exhibit A.

7.3.2 Rate Elements - Virtual Wireless Type 2 Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Wireless Type 2 Collocation.

7.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of WSP virtually collocated equipment. WSP 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 WSP. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

7.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of WSP'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 WSP'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 WSP to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) WSP in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of WSPs so selecting.

7.3.2.3 Equipment Bay. Provides mounting space for WSP 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. WSP 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 WSP provides its own equipment bay.

7.3.2.4 Engineering Labor. Provides the planning and engineering of WSP virtually collocated equipment at the time of installation, change or removal.

7.3.2.5 Installation Labor. Provides for the installation, change or removal of WSP virtually collocated equipment.

7.3.2.6 Floor Space Lease. Required for Virtual Wireless Type 2 Collocation only in the instance where WSP provides its own equipment bay. This rate element provides the monthly lease for the space occupied by WSP-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 WSP-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of WSP-provided equipment bay.

7.3.3 Rate Elements - Physical Wireless Type 2 Collocation

7.3.3.1 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 WSP loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Wireless Type 2 Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Wireless Type 2 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 Wireless Type 2 Collocation, it includes a nine (9) foot high cage enclosure. WSP may choose from Qwest approved contractors or may use another vendor of WSP'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 Wireless Type 2 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 Wireless Type 2 Collocation, Qwest may not increase the cost of site preparation or nonrecurring 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 WSP based on the percentage of the total space used by WSP. Qwest must in all cases of Shared space Wireless Type 2 Collocation allocate space preparation, conditioning, security measures and other Wireless Type 2 Collocation charges on a pro-rated basis to ensure that the charges paid by WSP as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Wireless Type 2 Collocation space used by WSP.

7.3.3.2 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.

7.3.3.3 Intentionally Left Blank.

7.3.3.4 Wireless Type 2 Collocation Grounding Charge. Used to connect the Premises common ground to WSP equipment. Recurring and nonrecurring charges are assessed per foot to WSP's equipment.

7.3.4 Rate Elements - ICDF Wireless Type 2 Collocation

7.3.4.1 Rate elements for ICDF Wireless Type 2 Collocation include: Security; QPF or Planning and Engineering; DS0 circuit legs; DS1 circuit legs; DS3 circuit legs; and fiber circuit legs. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for ICDF Wireless Type 2 Collocation based on WSP's ICDF Wireless Type 2 Collocation Application.

7.4 Ordering

7.4.1 Ordering - All Wireless Type 2 Collocation

7.4.1.1 WSP must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Wireless Type 2 Collocation Application Form to Qwest.

7.4.1.1.1 Nothing in this Agreement shall be construed to preclude WSP from submitting an order for Wireless Type 2 Collocation prior to WSP's execution of this Agreement. If, however, the Wireless Type 2 Collocation interval is completed before this Agreement or another interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Wireless Type 2 Collocation.

7.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by WSP, subsequent to its original Wireless Type 2 Collocation order, as to the type and quantity of equipment or other aspects of the original Wireless Type 2 Collocation order, must be submitted with a revised Wireless Type 2 Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Wireless Type 2 Collocation within the applicable intervals if the changes are provisioned with the original Wireless Type 2 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 WSP's request for Material Changes (Additional Time), and WSP shall have the option of (a) having the request for Material Changes

implemented with the original Wireless Type 2 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 Wireless Type 2 Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by WSP, subsequent to its original Wireless Type 2 Collocation order, may be submitted with a revised Wireless Type 2 Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Wireless Type 2 Collocation order within the original applicable intervals.

7.4.1.3 There are three (3) primary steps in the ordering of Wireless Type 2 Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

7.4.1.4 WSP shall submit an annual forecast, updated at the end of each quarter, of its future Wireless Type 2 Collocation requirements. The quarterly forecast shall be reviewed by WSP and the Qwest account team. WSP's forecast shall be considered accurate for purposes of Wireless Type 2 Collocation intervals if the subsequent Wireless Type 2 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 Wireless Type 2 Collocation Application is made the forecasted type of Wireless Type 2 Collocation is not available, WSP may specify a different type of Wireless Type 2 Collocation without affecting the Wireless Type 2 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 Wireless Type 2 Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Wireless Type 2 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 WSP expects to submit its Wireless Type 2 Collocation Application.

7.4.1.4.1 The following terms shall apply to the forecasting process:

- a) WSP forecasts shall be provided as detailed in Section

7.4.1.4;

b) WSP forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, WSP forecasts other than as allowed and described below.

7.4.1.4.2 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 the Non-Disclosure Section 20 of the Type 2 Wireless Interconnection Agreement.

7.4.1.4.3 The Parties may disclose, on a need to know basis only, WSP individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which WSP provided it to Qwest under this Agreement, as well as to WSP's wholesale account managers, wholesale WIS 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 nondisclosure 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.

7.4.1.4.4 Intentionally Left Blank.

7.4.1.4.5 Upon the specific order of the Commission, Qwest may provide the forecast information that WSP has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to WSP involved, in order to allow it to prosecute such procedures to their completion.

7.4.1.5 WSP shall submit a Wireless Type 2 Collocation Application to order Wireless Type 2 Collocation at a particular Qwest Premises. A Wireless Type 2 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 Wireless Type 2 Collocation arrangement;

- c) Power requirements;
- d) Heat dissipation;
- e) Type of Wireless Type 2 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 Wireless Type 2 Collocation Application, how this equipment is necessary for access to a Local Type 2 Interconnection Arrangement. A high level equipment interface or connectivity schematic for the equipment should also be included.);
- g) Entrance Facility type;
- h) Type and quantity of terminations;
- i) If desired, an alternate form of Wireless Type 2 Collocation if the first choice is not available; and
- j) Billing contact.

7.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Wireless Type 2 Collocation Application. If Qwest determines that the Wireless Type 2 Collocation Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) Days after receipt of the Wireless Type 2 Collocation Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Wireless Type 2 Collocation queue for the requested Premises, WSP must cure any deficiencies in its Wireless Type 2 Collocation Application and resubmit the Wireless Type 2 Collocation Application within ten (10) Days after being advised of the deficiencies.

7.4.1.6 Acceptance – After receipt of a Wireless Type 2 Collocation Quote Form from Qwest, WSP shall formally accept the quote in order for Qwest to continue the processing of the Wireless Type 2 Collocation Application. A Wireless Type 2 Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

7.4.1.7 Wireless Type 2 Collocation Space Reservation – allows WSP to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM and DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. WSP may reserve space in a particular Qwest Premises through the Wireless Type 2 Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

7.4.1.7.1 Wireless Type 2 Collocation Space Reservation Application – Upon receipt of the Wireless Type 2 Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) Days.

7.4.1.7.2 Wireless Type 2 Collocation Space Reservation Quotation – If space is available, Qwest will provide a specific price quote based on the requested Wireless Type 2 Collocation requirements described on the Wireless Type 2 Collocation Space Reservation Application Form. The quote and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to WSP within twenty-five (25) Days from the Wireless Type 2 Collocation Space Reservation Application receipt.

7.4.1.7.2.1 Wireless Type 2 Collocation Space Reservation Acceptance. WSP must electronically submit Acceptance or non-Acceptance of the quote within seven (7) Days of receipt of the quotation. If WSP submits the Acceptance between eight (8) and thirty (30) Days of receipt of the quotation, 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 WSP. Qwest will not honor reservations if WSP submits the Acceptance more than thirty (30) Days after receipt of the quotation.

7.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of WSP in accordance with the Wireless Type 2 Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Wireless Type 2 Collocation Space Reservation Application. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Wireless Type 2 Collocation Application.

7.4.1.7.4 WSP may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

- a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the initial down payment will be returned to WSP.
- b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to WSP.
- c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to WSP.
- d) Cancellation notification after two hundred and seventy (270) Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to WSP.

7.4.1.8 Wireless Type 2 Collocation Space Option

7.4.1.8.1 WSP, Qwest and Qwest Affiliates may option space in Qwest Wire Center Premises in accordance with the terms of this Section 7.4.1.8 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

7.4.1.8.2 Optioned space is offered to WSPs for Caged, Cageless, and Virtual Wireless Type 2 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. WSP may also request space be contiguous to its existing Wireless Type 2 Collocation space.
- b) A requesting WSP may option one (1) Wireless Type 2 Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Wireless Type 2 Collocation
 - 4 bays for Cageless and Virtual Wireless Type 2 Collocation

7.4.1.8.3 The Wireless Type 2 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 WSP, the applicable Qwest Premises, the amount of Wireless Type 2 Collocation space sought, the type of Wireless Type 2 Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 7.4.1.8.1) for which the option is being sought. WSP must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Wireless Type 2 Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

7.4.1.8.4 WSP must submit Acceptance with full payment of the nonrecurring 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 optioned space applies. The option quote expires seven (7) Days after delivery to WSP.

7.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will option the space on behalf of WSP 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 Wireless Type 2 Collocation.

7.4.1.8.6 In order for an option request to avoid expiration, WSP must:

- a) Submit a Wireless Type 2 Collocation Application during the option time frame; or
- b) The option may be renewed if a Wireless Type 2 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 WSP accepts the quote from Qwest on WSP's renewal application.

7.4.1.8.7 First Right of Refusal – If Qwest receives a valid Wireless Type 2 Collocation Application (WSP 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:

7.4.1.8.7.1 All Qwest out of space reporting requirements

apply to the Wireless Type 2 Collocation Application (Sections 7.2.1.11 and 7.2.1.12). In addition, Qwest will provide WSP A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the requirements of WSP A's Wireless Type 2 Collocation Application. At WSP 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 WSP A's Wireless Type 2 Collocation Application.

7.4.1.8.7.2 The option enforcement notice serves as notification to the option party that Qwest is in possession of a valid Wireless Type 2 Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its Right of First Refusal by submitting either a Wireless Type 2 Collocation Application as set forth in Section 7.4.1.5, or by submitting the Wireless Type 2 Collocation Space Reservation Application set forth in Section 7.4.1.7, 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 WSP or upon expiration of the notice period, whichever is earlier) to fulfill the Wireless Type 2 Collocation Application. Once optioned space has been relinquished for use to fulfill the Wireless Type 2 Collocation Application, the standard ordering terms and conditions for Wireless Type 2 Collocation shall apply.

7.4.1.8.7.3 Where contiguous space has been optioned, Qwest will make its best effort to notify WSP if Qwest, its Affiliates or other WSPs require the use of WSP's contiguous space. Upon notification, WSP will have seventy-two (72) hours to indicate its intent to submit a Wireless Type 2 Collocation Application or Wireless Type 2 Collocation Reservation. WSP may choose to terminate the contiguous space option or continue without the contiguous provision.

7.4.1.8.7.4 The rate elements for the Wireless Type 2 Collocation Space Option are comprised of the following:

- a) Space Option Administration Fee is a nonrecurring fee for all Wireless Type 2 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.

7.4.1.8.8 In the event that the option party proceeds with a Wireless Type 2 Collocation Application for optioned space, all payments made pursuant to Section 7.4.1.8.7.4(b) above shall be applied to such Wireless Type 2 Collocation Application.

7.4.1.9 The intervals for Virtual Wireless Type 2 Collocation (Section 7.4.2), Physical Wireless Type 2 Collocation (Section 7.4.3), and ICDF Wireless Type 2 Collocation (Section 7.4.4) apply to a maximum of five (5) Wireless Type 2 Collocation Applications per WSP per week per state. If six (6) or more Wireless Type 2 Collocation Applications are submitted by WSP in a one (1) week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five (5) Wireless Type 2 Collocation Applications from WSP per week per state, depending on the volume of Wireless Type 2 Collocation Applications pending from other WSPs.

7.4.2 Ordering - Virtual Wireless Type 2 Collocation

7.4.2.1 Application -- Upon receipt of a complete Wireless Type 2 Collocation Application as described in Section 7.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of WSP's equipment within the Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete Wireless Type 2 Collocation Application. As part of the feasibility study, Qwest will also notify WSP of any known circumstance that may delay delivery of the ordered Wireless Type 2 Collocation space and related facilities.

7.4.2.1.1 If Qwest determines that the Wireless Type 2 Collocation Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) Days of the Wireless Type 2 Collocation Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Wireless Type 2 Collocation queue for the requested Premises, WSP must cure any deficiencies in its Wireless Type 2 Collocation Application and resubmit the Wireless Type 2 Collocation Application within ten (10) Days after being advised of the deficiencies.

7.4.2.2 Quotation – If Wireless Type 2 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 Wireless Type 2 Collocation also require receipt of a Wireless Type 2 Collocation 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 Wireless Type 2 Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period the Wireless Type 2 Collocation Entrance Facility and space are reserved pending WSP's Acceptance of the quoted charges.

7.4.2.3 Acceptance -- Upon receipt of complete Wireless Type 2 Collocation Acceptance, as described in 7.4.1.6, space will be reserved and construction by Qwest will begin.

7.4.2.4 Interval - The interval for Virtual Wireless Type 2 Collocation shall vary depending upon four (4) factors: 1) whether the request was forecasted in accordance with Section 7.4.1.4 or the space was reserved, in accordance with Section 7.4.1.7; 2) whether WSP provides its Acceptance within seven (7) Days receipt of the quotation; 3) whether WSP delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Wireless Type 2 Collocation Application; and 4) whether the Wireless Type 2 Collocation 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 Wireless Type 2 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.

7.4.2.4.1 Forecasted Applications with Timely Acceptance – If a Wireless Type 2 Collocation Application is included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance within seven (7) Days of receipt of the Qwest Wireless Type 2 Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Application, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Application. If WSP's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Application, Qwest shall complete the Wireless Type 2 Collocation installation within forty-five (45) Days of the receipt of all of WSP's equipment.

7.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Acceptance, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance. If WSP's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Acceptance, Qwest shall complete the Wireless Type 2 Collocation installation within forty-five (45) Days of the receipt of all of

WSP's equipment. If WSP submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Wireless Type 2 Collocation Application shall be resubmitted by WSP.

7.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance within seven (7) Days of receipt of the Qwest Wireless Type 2 Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Application, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Wireless Type 2 Collocation Application. If WSP's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Application, Qwest shall complete the Wireless Type 2 Collocation installation within seventy-five (75) Days of the receipt of all of WSP's equipment.

7.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Acceptance, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance. If WSP's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Acceptance, Qwest shall complete the Wireless Type 2 Collocation installation within seventy-five (75) Days of the receipt of all of WSP's equipment.

7.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Wireless Type 2 Collocation Application may require Qwest to complete major infrastructure modifications to accommodate WSP'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 7.4.2.4.3 through 7.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Wireless Type 2 Collocation Application, Qwest shall propose to complete its installation of the Wireless Type 2 Collocation arrangement within an interval of no

more than one hundred and fifty (150) Days after receipt of the complete Wireless Type 2 Collocation Application. The need for, and the duration of, an extended interval shall be provided to WSP as a part of the quotation. WSP 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.

7.4.2.4.6 Major Infrastructure Modifications where WSP Forecasts its Wireless Type 2 Collocation or Reserves Space. – If WSP's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 7.4.2.4.1 and 7.4.2.4.2 when WSP submits a Wireless Type 2 Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with WSP for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

7.4.3 Ordering - Caged and Cageless Physical Wireless Type 2 Collocation

7.4.3.1 Application -- Upon receipt of a complete Wireless Type 2 Collocation Application as described in Section 7.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of WSP's equipment within the Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Wireless Type 2 Collocation Application. As part of the feasibility study, Qwest will also notify WSP of any known circumstance that may delay delivery of the ordered Wireless Type 2 Collocation space and related facilities.

7.4.3.1.1 If Qwest determines that the Wireless Type 2 Collocation Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) Days of the Wireless Type 2 Collocation Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Wireless Type 2 Collocation queue for the requested Premises, WSP must cure any deficiencies in its Wireless Type 2 Collocation Application and resubmit the Wireless Type 2 Collocation Application within ten (10) Days after being advised of the deficiencies.

7.4.3.2 Quotation -- If Wireless Type 2 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 Wireless Type 2 Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Wireless Type 2 Collocation Entrance Facility and space is reserved pending WSP's Acceptance of the quoted charges.

7.4.3.3 Acceptance -- Upon receipt of a complete Wireless Type 2 Collocation Acceptance, as described in Section 7.4.1.6 space will be reserved and construction by Qwest will begin.

7.4.3.4 Interval – The interval for Physical Wireless Type 2 Collocation shall vary depending upon two (2) factors: 1) whether WSP 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 Wireless Type 2 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.

7.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in WSP's forecast at least sixty (60) Days prior to submission of the application, and if WSP provides a complete Acceptance within seven (7) Days of receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Application.

7.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance. If WSP submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, a new Wireless Type 2 Collocation Application shall be resubmitted by WSP.

7.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance within seven (7) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Wireless Type 2 Collocation Application.

7.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance.

7.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Wireless Type 2 Collocation

Application may require Qwest to complete major infrastructure modifications to accommodate WSP'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 7.4.3.4.1 and 7.4.3.4.2 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 Wireless Type 2 Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Wireless Type 2 Collocation Application. The need for, and the duration of, an extended interval shall be provided to WSP as a part of the quotation. WSP 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.

7.4.3.4.6 Major Infrastructure Modifications where WSP Forecasts its Wireless Type 2 Collocation or Reserves Space. If WSP's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 7.4.3.4.1 and 7.4.3.4.2 when WSP submits a Wireless Type 2 Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with WSP for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

7.4.4 Ordering - Interconnection Distribution Frame (ICDF) Wireless Type 2 Collocation

7.4.4.1 Application -- Upon receipt of a complete Wireless Type 2 Collocation Application as described in Section 7.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of WSP's services within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Wireless Type 2 Collocation Application. As part of the feasibility study, Qwest will also notify WSP of any known circumstance that may delay delivery of the ordered Wireless Type 2 Collocation space and related facilities. WSP may submit an ICDF forecast in accordance with Section 7.4.1.4. The forecast shall include demand by DS0, DS1 and DS3 capacities that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of WSP. 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.

7.4.4.1.1 If Qwest determines that the Wireless Type 2 Collocation Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) Days of the Wireless Type 2 Collocation Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Wireless Type 2 Collocation queue for the requested Premises, WSP must cure

any deficiencies in its Wireless Type 2 Collocation Application and resubmit the Wireless Type 2 Collocation Application within ten (10) Days after being advised of the deficiencies.

7.4.4.2 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 Wireless Type 2 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 WSP's Acceptance of the quoted charges.

7.4.4.3 Acceptance -- Upon receipt of a complete Wireless Type 2 Collocation Acceptance, as described in Section 7.4.1.6, space will be reserved and construction by Qwest will begin.

7.4.4.4 Interval – The interval for ICDF Wireless Type 2 Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 7.4.1.4 or the space was reserved, in accordance with Section 7.4.1.7 and 2) whether WSP provides its Acceptance within seven (7) Days of the quotation. When Qwest is permitted to complete a Wireless Type 2 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.

7.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance within seven (7) Days of receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within forty-five (45) Days of the receipt of the complete Wireless Type 2 Collocation Application.

7.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within forty-five (45) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance. If WSP submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Wireless Type 2 Collocation Application shall be resubmitted by WSP.

7.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application, and if WSP provides a complete Acceptance within seven (7) Days after

receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to WSP as a part of the quotation. WSP may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

7.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in WSP's forecast at least sixty (60) Days prior to submission of the Wireless Type 2 Collocation Application and if WSP provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Wireless Type 2 Collocation quotation, Qwest shall complete its installation of the Wireless Type 2 Collocation arrangement within ninety (90) Days of the receipt of the complete Wireless Type 2 Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to WSP as a part of the quotation. WSP may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

7.4.8 Ordering – Direct Connections

7.4.8.1 Application – Where Direct Connection is requested in a Wire Center where WSP already has established Wireless Type 2 Collocation, upon receipt of the applicable portions of a complete Wireless Type 2 Collocation Application as described in Section 7.4.1.5 (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 7.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete Wireless Type 2 Collocation Application.

7.4.8.1.1 If Qwest determines that the Wireless Type 2 Collocation Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) Days of the Wireless Type 2 Collocation Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Wireless Type 2 Collocation queue for the requested Premises, WSP must cure any deficiencies in its Wireless Type 2 Collocation Application and resubmit the Wireless Type 2 Collocation Application within ten (10) Days after being advised of the deficiencies.

7.4.8.2 Quotation – If existing cable racking is available, Qwest will provide WSP with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate WSP's request, Qwest shall provide a quote to WSP no later than ten (10) Days after receipt of a

complete Wireless Type 2 Collocation Application. 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 WSP's Acceptance of the quoted charges.

7.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

7.4.8.3.1 Direct Connection with existing cable rack. – WSP must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

7.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from WSP, as described in Section 7.4.1.6, Qwest will begin construction of the new cable rack.

7.4.8.4 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.

7.4.8.4.1 If WSP provides a complete Acceptance within thirty (30) Days of receipt of the Qwest Wireless Type 2 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 Wireless Type 2 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 Wireless Type 2 Collocation Acceptance.

7.5 Billing

7.5.1 Billing - All Wireless Type 2 Collocation

7.5.1.1 Upon completion of the Wireless Type 2 Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide WSP a completion package that will initiate the recurring Wireless Type 2 Collocation charges. Once this completion package has been signed by WSP and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate WSP transport services or ancillary services coincident with completion of the Wireless Type 2 Collocation.

7.5.1.2 In the event Qwest has completed all associated construction activities and WSP 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 nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to WSP 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 WSP has completed fiber placement, WSP can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, WSP 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.

7.5.2 Billing - Virtual Wireless Type 2 Collocation

7.5.2.1 Virtual Wireless Type 2 Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between WSP and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

7.5.3 Billing - Caged and Cageless Physical Wireless Type 2 Collocation

7.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with WSP. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, WSP will be provided the Caged or Cageless Physical Wireless Type 2 Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with WSP sign off on the completion of the physical space. WSP may then proceed with the installation of its equipment in the Wireless Type 2 Collocation space, unless early access has been arranged pursuant to Section 7.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Wireless Type 2 Collocation Application, is unable to schedule the walk through with WSP within twenty-one (21) Days of the RFS, Qwest shall activate the monthly recurring charges.

7.6 Maintenance and Repair

7.6.1 Virtual Wireless Type 2 Collocation

7.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

7.6.1.2 Installation and maintenance of WSP's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

7.6.1.3 Upon failure of WSP's virtually collocated equipment, Qwest will promptly notify WSP 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. WSP is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. WSP is responsible for purchasing and maintaining a supply of spares.

7.6.2 Physical Wireless Type 2 Collocation

7.6.2.1 WSP is responsible for the maintenance and repair of its equipment located within WSP's leased space.

7.6.3 Interconnection Distribution Frame

7.6.3.1 WSP is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for terminating services. Additionally, WSP 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.

ATTACHMENT 5

The following language is an addition to the existing Invoices for Charges terms and conditions to the Agreement:

Section 12. RECORDING, RATING AND BILLING OF INTERCHANGED TRAFFIC

C. Invoices for Charges

WSP must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
		8.1.8.1.4	Fiber						
			8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	\$12.39	\$1,601.47	1		1
			8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	\$0.53	\$435.47	1		1
			8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	\$19.61		1		
			8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	\$1.85	\$1,516.92	1		1
	8.1.9	Security Charges							
		8.1.9.1	Access Card, per Employee	\$0.85			A		
		8.1.9.2	Card Access, per Employee, per Central Office	\$7.83			A		
	8.1.10	Composite Clock / Central Office Clock Synchronization							
		8.1.10.1	Synchronization - Composite Clock, per Port	\$7.29			A		
	8.1.11	Intentionally Left Blank							
	8.1.12	Space Availability Report Charge, per Office				\$316.00			A
	8.1.13	Collocation Space Reservation Fee						Charge will be 25% of Nonrecurring Fee	
	8.1.14	Collocation Space Option Administration Fee				\$1,735.18			A
	8.1.15	Collocation Space Option Fee		\$2.00			2		
	8.1.16	Joint Inventory Visit Fee, per Visit				\$1,610.12			1
	8.1.17	Intentionally Left Blank							
	8.1.18	Intentionally Left Blank							
	8.1.19	Intentionally Left Blank							
	8.1.20	Splitter Collocation							
		8.1.20.1	Tie Cable Reclassification					ICB	3
		8.1.20.2	Splitter Shelf Charge	\$4.69	\$489.31		A		A
		8.1.20.3	Engineering		\$1,207.57				A
		8.1.20.4	Splitter TIE Cable Connections						
		8.1.20.4.1	Splitter in the Common Area - Data to 410 Block	\$4.85	\$2,604.57		A		A
		8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC	\$5.16	\$2,768.57		A		A
		8.1.20.4.3	Splitter on the IDF - Data to 410 Block	\$1.48	\$792.20		A		A
		8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC	\$2.91	\$1,559.71		A		A
		8.1.20.4.5	Splitter on the MDF - Data to 410 Block	\$1.53	\$819.66		A		A
		8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC	\$3.45	\$1,849.64		A		A
		8.1.20.5	Splitter Charge					ICB	3
	8.1.21	Miscellaneous Services							
		8.1.21.1	Maintenance Labor, per Half Hour (see rates in 8.2.2)						
			8.1.21.1.1	Regular Hours Rate		\$26.50			15
			8.1.21.1.2	After Hours Rate		\$35.46			15
		8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)						
			8.1.21.2.1	Regular Hours Rate		\$28.59			15
			8.1.21.2.2	After Hours Rate		\$36.91			15
		8.1.21.3	Installation Labor / Inspection Labor, per Half Hour (see rates in 8.2.6)						
			8.1.21.3.1	Regular Hours Rate		\$30.22			15
			8.1.21.3.2	After Hours Rate		\$38.91			15
	8.2 Virtual Collocation								
	8.2.1	Planning and Engineering							
		8.2.1.1	Quote Preparation Fee			\$4,150.20			A
	8.2.2	Maintenance Labor, per Half Hour							
		8.2.2.1	Regular Hours Rate			\$26.50			A
		8.2.2.2	After Hours Rate			\$35.46			A
	8.2.3	Training Labor, per Half Hour							
		8.2.3.1	Regular Hours Rate			\$26.50			A
	8.2.4	Equipment Bay, per Shelf		\$3.76			A		
	8.2.5	Engineering Labor, per Half Hour							
		8.2.5.1	Regular Hours Rate			\$28.59			A
		8.2.5.2	After Hours Rate			\$36.91			A
	8.2.6	Installation Labor / Inspection Labor, per Half Hour							
		8.2.6.1	Regular Hours Rate			\$30.22			A
		8.2.6.2	After Hours Rate			\$38.91			A
	8.2.7	Rent							
		8.2.7.1	Floor Space Lease, per Square Foot	\$3.36			A		
	8.2.8	Intentionally Left Blank							
	8.2.9	-48 Volt DC Power Cables, per Feed							
		8.2.9.1	20 Amp Power Feed	\$7.60	\$4,077.36		A		A
		8.2.9.2	30 Amp Power Feed	\$8.65	\$4,642.37		A		A
		8.2.9.3	40 Amp Power Feed	\$10.45	\$5,606.87		A		A
		8.2.9.4	60 Amp Power Feed	\$13.18	\$7,068.30		A		A
	8.3 Cageless Physical Collocation								
	8.3.1	Planning and Engineering							
		8.3.1.1	Quote Preparation Fee			\$4,150.20			A, 7
	8.3.2	Space Construction and Site Preparation							
		8.3.2.1	Site Preparation Fee					ICB	3
		8.3.2.2	Space Construction for 2 Bays & 1 - 40 Amp Power Feed - 90 Day	\$47.12	\$25,276.94		A		A
		8.3.2.3	Intentionally Left Blank						
		8.3.2.4	Intentionally Left Blank						

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	8.3.2.5	Intentionally Left Blank					
	8.3.2.6	Adjustment for Initial Power Feed - Change to Standard Design					
	8.3.2.6.1	20 Amp Initial Power Feed Adjustment	(\$2.85)	(\$1,529.51)	A		A
	8.3.2.6.2	30 Amp Initial Power Feed Adjustment	(\$1.80)	(\$964.50)	A		A
	8.3.2.6.3	Intentionally Left Blank					
	8.3.2.6.4	60 Amp Initial Power Feed Adjustment	\$2.72	\$1,461.43	A		A
	8.3.2.6.5	100 Amp Initial Power Feed	\$12.89	\$6,914.43	A		A
	8.3.2.6.6	200 Amp Initial Power Feed Adjustment	\$41.69	\$22,365.91	A		A
	8.3.2.6.7	300 Amp Initial Power Feed Adjustment	\$77.31	\$41,478.20	A		A
	8.3.2.6.8	400 Amp Initial Power Feed Adjustment	\$118.40	\$63,521.04	A		A
	8.3.2.6.9	Each Additional Bay	\$4.25	\$2,280.78	A		A
	8.3.2.6.10	Adjustment for Single Bay - Change to Standard Design	(\$4.25)	(\$2,280.78)	A		A
	8.3.2.7	Intentionally Left Blank					
	8.3.2.8	Additional DC Power Feed - Does Not Apply to Initial Feed					
	8.3.2.8.1	20 Amp Power Feed	\$7.60	\$4,077.36	A		A
	8.3.2.8.2	30 Amp Power Feed	\$8.65	\$4,642.37	A		A
	8.3.2.8.3	40 Amp Power Feed	\$10.45	\$5,606.87	A		A
	8.3.2.8.4	60 Amp Power Feed	\$13.18	\$7,068.30	A		A
	8.3.2.8.5	100 Amp Power Feed	\$33.43	\$17,935.78	A		A
	8.3.2.8.6	200 Amp Power Feed	\$62.23	\$33,387.26	A		A
	8.3.2.8.7	300 Amp Power Feed	\$97.86	\$52,499.54	A		A
	8.3.2.8.8	400 Amp Power Feed	\$138.95	\$74,542.38	A		A
	8.3.2.9	Cageless Bay Fees					
	8.3.2.9.1	Bay, per Bay		\$2041.40			1
	8.3.2.9.2	2.5 Inch Spacer Fee, per Spacer		\$275.87			1
	8.3.2.9.3	5 Inch Spacer Fee, per Spacer		\$289.86			1
	8.3.3	Floor Space Lease, per Square Foot	\$3.36		A		
8.4 Caged Physical Collocation							
	8.4.1	Planning and Engineering					
	8.4.1.1	Quote Preparation Fee		\$4,512.47			A, 7
	8.4.2	Space Construction and Site Preparation					
	8.4.2.1	Intentionally Left Blank					
	8.4.2.2	Intentionally Left Blank					
	8.4.2.3	Intentionally Left Blank					
	8.4.2.4	Space Construction for Cage & 1 - 60 Amp Power Feed					
	8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$84.22	\$45,185.19	A		A
	8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$87.67	\$47,031.33	A		A
	8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$90.34	\$48,466.92	A		A
	8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$93.69	\$50,265.98	A		A
	8.4.2.5	Adjustment for Initial Power Feed - Change to Standard Design					
	8.4.2.5.1	20 Amp Initial Power Feed Adjustment	(\$11.09)	(\$5,952.18)	A		A
	8.4.2.5.2	30 Amp Initial Power Feed Adjustment	(\$10.14)	(\$5,437.78)	A		A
	8.4.2.5.3	40 Amp Initial Power Feed Adjustment	(\$8.10)	(\$4,344.78)	A		A
	8.4.2.5.4	100 Amp Initial Power Feed Adjustment	\$12.89	\$6,914.43	A		A
	8.4.2.5.5	200 Amp Initial Power Feed Adjustment	\$41.69	\$22,365.91	A		A
	8.4.2.5.6	300 Amp Initial Power Feed Adjustment	\$77.31	\$41,478.20	A		A
	8.4.2.5.7	400 Amp Initial Power Feed Adjustment	\$118.40	\$63,521.04	A		A
	8.4.2.6	Intentionally Left Blank					
	8.4.2.7	Additional DC Power Feed - Does not Apply to Initial Feed					
	8.4.2.7.1	20 Amp Power Feed	\$9.45	\$5,069.17	A		A
	8.4.2.7.2	30 Amp Power Feed	\$10.41	\$5,583.56	A		A
	8.4.2.7.3	40 Amp Power Feed	\$12.44	\$6,676.57	A		A
	8.4.2.7.4	60 Amp Power Feed	\$20.54	\$11,021.34	A		A
	8.4.2.7.5	100 Amp Power Feed	\$33.43	\$17,935.78	1		1
	8.4.2.7.6	200 Amp Power Feed	\$62.23	\$33,387.26	1		1
	8.4.2.7.7	300 Amp Power Feed	\$97.86	\$52,499.54	1		1
	8.4.2.7.8	400 Amp Power Feed	\$138.95	\$74,542.38	1		1
	8.4.3	Fencing Credit					
	8.4.3.1	Cage: Up to 100 Sq. Ft.	(\$9.68)	(\$5,190.62)	A		A
	8.4.3.2	Cage: 101 to 200 Sq. Ft.	(\$12.06)	(\$6,471.93)	A		A
	8.4.3.3	Cage: 201 to 300 Sq. Ft.	(\$13.55)	(\$7,269.48)	A		A
	8.4.3.4	Cage: 301 to 400 Sq. Ft.	(\$14.96)	(\$8,027.80)	A		A
	8.4.4	Floor Space Lease, per Square Foot	\$3.36		A		
	8.4.5	Intentionally Left Blank					
	8.4.6	Intentionally Left Blank					
	8.4.7	Intentionally Left Blank					
	8.4.8	Grounding					
	8.4.8.1	2 / 0 AWG, per Foot	\$0.0162	\$8.71	A		A
	8.4.8.2	1 / 0 AWG, per Foot	\$0.0286	\$15.33	A		A
	8.4.8.3	4 / 0 AWG, per Foot	\$0.0334	\$17.90	A		A
	8.4.8.4	350 kcmil, per Foot	\$0.0437	\$23.42	A		A
	8.4.8.5	500 kcmil, per Foot	\$0.0502	\$26.95	A		A
	8.4.8.6	750 kcmil, per Foot	\$0.0763	\$40.93	A		A
8.5 Adjacent Collocation							
				ICB			3

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.6 Remote Collocation									
8.6.1	Physical & Virtual Remote Collocation								
	8.6.1.1	Space, per Standard Mounting Unit		\$0.42		\$818.87	A		A
	8.6.1.2	FDI Terminations, per 25 Pair		\$0.22		\$527.27	A		A
	8.6.1.3	Power Usage (see rate in 8.1.4.2)							
		8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.28				15	
		8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used	\$4.56				15	
8.6.2	Adjacent Remote Collocation					ICB			3
8.6.3	Additional Virtual Remote Terminal Features								
	8.6.3.1	Flat Charge, per Job				\$36.16			1
	8.6.3.2	Engineering, per Half Hour				\$35.65			1
	8.6.3.3	Maintenance, per Half Hour				\$29.40			1
	8.6.3.4	Installation, per Half Hour				\$29.40			1
	8.6.3.5	Training, per Half Hour				\$29.40			1
8.7 CLEC-to-CLEC									
8.7.1	Design Engineering & Installation - No Cables								
	8.7.1.1	Fiber Flat Charge				\$1,339.04			1
	8.7.1.2	Flat Charge				\$745.12			A
8.7.2	Cable Racking								
	8.7.2.1	DS0, per Foot		\$0.16526			A		
	8.7.2.2	DS1, per Foot		\$0.17587			A		
	8.7.2.3	DS3, per Foot		\$0.15130			A		
	8.7.2.4	Fiber, per Request		\$119.64			1		
8.7.3	Virtual Connections (Connections Only; No Cables)								
	8.7.3.1	DS0, per 100 Connections				\$181.50			A
	8.7.3.2	DS1, per 28 Connections				\$85.00			A
	8.7.3.3	DS3, per 1 Connection				\$5.80			A
	8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				\$35.96			15
8.7.4	Cable Hole, if Applicable					\$422.16			A
8.7.5	CLEC-to-CLEC Cross Connection					\$189.12			A
8.8 Interconnection Distribution Frame (ICDF) Collocation									
8.8.1	Quote Preparation Fee (see rate in 8.1.1.2)					\$1,379.19			15
8.8.2	DS0 Circuit, per 200 Legs			\$21.13		\$2,219.13	1		1
8.8.3	DS1 Circuit, per Two Legs			\$1.08		\$73.30	1		1
8.8.4	DS3 Circuit, per Two Legs			\$10.56		\$1,205.11	1		1
8.8.5	Fiber Circuit, per Two Legs			\$2.66		\$241.56	1		1
8.9 Collocation Cancellation									
8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)								
	8.9.1.1	Additional Labor - Basic				\$26.18			15
	8.9.1.2	Additional Labor - Overtime				\$34.96			15
	8.9.1.3	Additional Labor - Premium				\$43.76			15
8.9.2	Additional Dispatch, per Order (see rate in 9.20)					\$79.80			15
8.10 Microwave Entrance Facility				ICB		ICB	3		3
8.11 Intentionally Left Blank									
8.12 Facility Connected (FC) Collocation									
8.12.1	Quote Preparation Fee, per Request					ICB			3
8.12.2	Engineering Fee, per Job					ICB			3
8.12.3	Copper Entrance Facility, per 100 Pair			ICB		ICB	3		3
8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)			\$6.37		\$621.04	15		15
8.12.5	Termination Block with Gas Protectors, per 100 Pairs			ICB		ICB	3		3
8.12.6	Termination Panel, per 12 Strands			ICB		ICB	3		3
8.12.7	DS1 Voltage Isolation, per DS1			ICB		ICB	3		3
8.13 DC Power Reduction and Restoration									
8.13.1	Power Reduction								
	8.13.1.1	Quote Preparation Fee, per Office				\$797.51			1
	8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
		8.13.1.2.1	Less Than 60 Amps			\$620.14			1
		8.13.1.2.2	Equal To 60 Amps			\$872.17			1
		8.13.1.2.3	Greater Than 60 Amps			\$1,095.67			1
	8.13.1.3	Power Off, per Feed Set, per Secondary Feed				\$1,050.65			1
	8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set		\$60.53			1		
	8.13.1.5	Location Change from Power Board to BDFB					ICB		3
8.13.2	Power Restoration								
	8.13.2.1	Quote Preparation Fee, per Office				\$797.51			1
	8.13.2.2	Power Restoration, applies to Primary & Secondary Feed							
		8.13.2.2.1	Power Restoration with Reservation						
			8.13.2.2.1.1	Less Than 60 Amps		\$620.14			1
			8.13.2.2.1.2	Equal To 60 Amps		\$872.17			1

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per mile	NRC	
				8.13.2.2.1.3	Greater Than 60 Amps			\$1,095.67			1	
				8.13.2.2.2	Power Restoration without Reservation			ICB			3	
			8.13.2.3		Location Change from Power Board to BDFB			ICB			3	
8.14 Collocation Transfer of Responsibility												
	8.14.1	Intentionally Left Blank										
	8.14.2	Assessment Fee, per Request										
	8.14.3	Network System Administration Fee, per Request									\$1,058.00	1
	8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT,									\$1,663.00	1
	8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo,									\$31.74	1
	8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo,									\$31.74	1
8.15 Collocation Available Inventory												
	8.15.1	Standard Sites										
		8.15.1.1	Removal of Terminations									
			8.15.1.1.1	DS0, per 100 Terminations							ICB	3
			8.15.1.1.2	DS1, per Termination							ICB	3
			8.15.1.1.3	DS3, per Termination							ICB	3
			8.15.1.1.4	OCN, per 12 Fibers							ICB	3
	8.15.2	Special Sites										
		8.15.2.1	Special Site Assessment Fee								\$1,058.00	1
		8.15.2.2	Network Systems Assessment Fee								\$1,663.00	1
		8.15.2.3	Site Survey Fee								\$150.00	1
	8.15.3	Re-usable Elements									ICB	3
	8.15.4	Quote Preparation Fee (QPF)										
		8.15.4.1	Cageless (see rate in 8.3.1.1)								\$4,150.20	7, 14
		8.15.4.2	Caged (see rate in 8.4.1.1)								\$4,512.47	7, 14
8.16 Collocation Decommissioning (see rates in 9.20)												
	8.16.1	Additional Labor other, per Half Hour or fraction thereof										
		8.16.1.1	Additional Labor Other - Basic								\$26.18	15
		8.16.1.2	Additional Labor Other - Overtime								\$34.96	15
		8.16.1.3	Additional Labor Other - Premium								\$43.76	15
	8.16.2	Additional Dispatch, per Order									\$79.80	15
8.17 Joint Testing												
	8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)									\$53.00	15
	8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)									\$26.50	15
NOTES:												
*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:											
A	Cost Docket C-2516 / PI-49 Effective 6/7/02											
#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.											
##	Second Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 8/5/02 Exhibit A. Rates voluntarily deaveraged to be consistent with the deaveraged loop rate. Deaveraging approach subject to review in the next phase of the cost docket. State wide average rate of \$1.56 was ordered by the Commission in C-2516.											
###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.											
1	Rates not addressed in Cost Docket (estimated TELRIC)											
2	Market Based Rates											
3	Individual Case Basis- ICB											
4	Rates based on FCC guidelines.											
5	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.											
6	Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.											
7	The preliminary engineering and planning costs are included in the virtual, caged and cageless space construction charges. These engineering and planning charges are also included in the virtual, caged and cageless quote preparation fees. Upon completion of the collocation construction, these quote preparation fees will be credited to the final space construction charge for the collocation job.											
8	Intentionally Left Blank											
9	Effective 8/1/03, Qwest will not charge the Channel Regeneration charges of: DS1 RC \$2.07, NRC \$452.11 and DS3 RC \$6.30, NRC \$1709.67 approved in Docket C-2516. Contract amendments to remove the charges are not required. Qwest reserves the right to the contractual rate only after appropriate notice is given. Future regulatory rulings and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.											
10	Eff. 11/04, Qwest (Q) will no longer perform Bridge Tap and/or Load Coil Removal to facilitate provisioning of its Retail DSL offering. To permit CLECs to provision xDSL Capable Loops, Q is now re-instituting the charge to continue Conditioning for the 2/4-Wire UBL, ADSL Compatible UBL, ISDN (BRI) Capable UBL, xDSL-I Capable UBL, Non-Commercial Line Sharing, Line Splitting, Non-Commercial SDL & Loop Splitting, eff. 3/14/05. Q can bill the RC rate structure, but will bill the lower of the two rates.											
11	Qwest has not implemented the NID recurring charge of \$1.08 approved in Docket No. C-2516 but reserves the right to assess such a charge in the future.											
12	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.											
13	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.											
14	Rate was ordered for a similar element and is being used because the cost for this element are the same.											
15	Rate was previously ordered for this element in a different section of Exhibit A.											
@	(Qwest) Element Added or Rate Changed per Amendment											