LOCAL INTERCONNECTION AGREEMENT

BETWEEN

QWEST CORPORATION

AND

SPRINT COMMUNICATIONS COMPANY, L.P.

JULY 27, 2000 FOR THE STATES OF:
ARIZONA, COLORADO, MINNESOTA, WASHINGTON

AND

JANUARY 26, 2001 FOR THE STATE OF:
OREGON

AND

AUGUST 14, 2001 FOR THE STATES OF:
IDAHO, IOWA, MONTANA, NEBRASKA, NEW MEXICO,
NORTH DAKOTA, SOUTH DAKOTA, UTAH, AND WYOMING

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PART A - GENERAL TERMS

This Local Interconnection Agreement is between Sprint Communications Company, L.P. ("Sprint"), a Delaware Limited Partnership, and Qwest Corporation ("Qwest"), a Colorado corporation for services in the states of Arizona, Colorado, Minnesota, Washington, and Oregon.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this Local Interconnection Agreement Sprint, a Competitive Local Exchange Carrier, and Qwest, collectively "the Parties", will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state for purposes of providing Local Telecommunications Services. It also includes certain services which the Parties will provide to each other as Local Exchange Carriers under Section 251(b) of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"). This Agreement is a combination of agreed terms and conditions imposed by arbitration under Section 252 of the Act and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions related to interconnection agreements between the parties which are currently being challenged. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Nothing in this Agreement shall preclude or estop the Parties from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(I) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection, services, and network element arrangement contained in this Agreement, and this Section 1.2 shall be

considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

(A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide (a) services for resale and (b) certain UNEs, ancillary functions and additional features to Sprint, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection and reciprocal compensation for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic between Qwest and Sprint and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic between Qwest, Sprint and Interexchange Carrier (IXC) for purposes of offering Telecommunications Services.

(A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

(A)1.5 Qwest agrees that in accordance with Section 272(c) of the Telecommunications Act, it will not discriminate between itself or its affiliate and any other entity in the provision or procurement of goods, services, facilities, and information, or in the establishment of standards.

(A)1.6 Qwest may make services, functionalities and features available to Sprint under this Agreement consistent with the way they are available to other CLECs, without a formal amendment to this Agreement.

(A)1.7 This Agreement is structured in the following format:

Part A - General Terms
Part B - Resale
Part C - Reciprocal Traffic Exchange
Part D - Collocation
Part E - Unbundled Network Elements
Part F - Ancillary Services
Part G - Miscellaneous Provisions
Part H - Rates
Part I - Signature

(A)1.8 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the "Qwest Co-Provider Questionnaire". The Parties will negotiate in good faith should a dispute arise over the content or use of the Qwest Co-Provider Questionnaire.

(A)2. DEFINITIONS

The following Section contains definitions only. These definitions are not to be construed as terms and conditions of the Agreement. Rather, they are for informational purposes only. Terms not otherwise defined here, but defined in the Act shall have the meaning defined there.

(A)2.1 **ACCESS SERVICES** are defined in the state and interstate tariffs of the Parties.

(A)2.2 **ACCESS SERVICE REQUEST (ASR)** means the industry standard forms and supporting documentation used for ordering Access Services and Local Interconnection Service.

(A)2.3 **ACT** means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

(A)2.4 **ADJACENT COLLOCATION** is the installation of Sprint equipment adjacent to, or near the Qwest facilities or Qwest collocation space, and interconnecting via facilities. Adjacent collocated facilities may or may not be located on the Qwest property.

(A)2.5 **AFFILIATE** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

(A)2.6 **ARRANGEMENT** for interconnection, services, or unbundled network elements means all of the rates, terms and conditions contained in an Agreement to which Qwest is party approved by the Commission under Section 252 of the Act, in their entirety, related to the provision of any one of the following (1) interconnection and reciprocal traffic exchange, (2) services, or (3) unbundled network elements.

(A)2.7 **ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL)** means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods.

(A)2.8 **ADVANCED INTELLIGENT NETWORK (AIN)** is a network functionality platform that permits service-specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features, services and routing.

(A)2.9 **AUTOMATED MESSAGE ACCOUNTING (AMA)** structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document,

published by Bellcore/Telcordia as GR-1100-CORE which defines the industry standard for message recording.

(A)2.10 **ATTACHMENT** is any placement of Sprint's facilities in or on Qwest's poles, ducts, conduits, or Right of Way.

(A)2.11 **AUTOMATIC NUMBER IDENTIFICATION (ANI)** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

(A)2.12 **BASIC EXCHANGE TELECOMMUNICATIONS SERVICE** means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

(A)2.13 **BONA FIDE REQUEST (BFR)** means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

(A)2.14 **BUSY LINE VERIFY/BUSY LINE INTERRUPT (BLV/BLI) TRAFFIC** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

(A)2.17 **BUSINESS DAY(S)** means the days of the week excluding Saturdays, Sundays, and all legal holidays.

(A)2.18 **CAGELESS COLLOCATION** is a form of physical collocation administered in full bay increments and does not require the construction of physical collocation walls or fencing.

(A)2.19 **CALLING PARTY NUMBER (CPN)** is a Common Channel Signaling (CCS) parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.

(A)2.20 **CENTRAL OFFICE SWITCH** means a switch used to provide circuit switched Telecommunications Services, including, but not limited to:

(A)2.20.1 **END OFFICE SWITCHES** which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA and IntraLATA Toll); and

(A)2.20.2 **TANDEM OFFICE SWITCHES** which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for the exchange of Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.

(A)2.21 **CLASS FEATURES** are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore/Telcordia documentation for definition).

(A)2.22 **COLLOCATION** is an arrangement where space is provided in a Qwest Central Office for the placement of Sprint's equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest, to the extent required by applicable law, offers the following Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation, Caged Shared Collocation, Adjacent Collocation and Interconnection Distribution Frame (ICDF) Collocation.

(A)2.23 **COMBINATIONS** refers to different Network Elements that are logically related to provide a telecommunications service.

(A)2.24 **COMMISSION** means the state regulatory agency with lawful jurisdiction over telecommunications.

(A)2.25 **COMMON CHANNEL SIGNALING (CCS)** means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

(A)2.26 **COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC)** means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.

(A)2.27 **CUSTOMER/END USER** means a third party that subscribes to telecommunications services provided by either of the Parties for their own use or in the offering of other telecommunications services.

(A)2.28 **CUSTOMER ACCOUNT RECORD EXCHANGE ("CARE")** This refers to customer account data exchanged electronically between a Local Exchange Carrier (Qwest) and another Carrier (e.g.,: Sprint LD, etc.) in order to maintain current, accurate data on the customer's account status.

(A)2.29 **CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)** means (A) information that relates to the quantity, technical configuration, type, destination, and amount of use of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made

available to the carrier by the customer solely by virtue of the carrier customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier, except that such terms does not include subscriber list information (e.g. name, address and phone number published in a directory).

(A)2.30 **CUSTOMER USAGE DATA** means the local telecommunications Services usage data of a Sprint Customer, measured in minutes and/or sub-minute increments (e.g.: 1/10 minutes, seconds, 1/10 seconds, etc.), message units, or otherwise, that is recorded by Qwest and forwarded to Sprint.

(A)2.31 **DIGITAL SIGNAL LEVEL 0 (DS0)** is the 56 Kbps worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

(A)2.32 **DIGITAL SIGNAL LEVEL 1 (DS1)** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

(A)2.33 **DIGITAL SIGNAL LEVEL 3 (DS3)** means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

(A)2.34 **DIRECT TRUNK TRANSPORT** denotes the voice grade, DS1 or DS3 transmission path, or portion thereof, between the SWC/HUB and the end office/access tandem/HUB.

(A)2.35 **E911 SERVICE** is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

(A)2.36 **ELECTRONIC DATA INTERFACE (EDI)** is a means of electronically sending and receiving data messages computer to computer.

(A)2.37 **END USER/CUSTOMER** means a third party that subscribes to telecommunications services provided by either of the Parties for their own use or in the offering of other telecommunications services.

(A)2.38 **ENHANCED EXTENDED LOOP (EEL)** is a service offered by Qwest that allows Sprint to extend loops from the end user premise to a Sprint collocation in a different Wire Center. EEL consists of a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1 or DS3 equivalent bandwidths.

(A)2.39 **EXCHANGE ACCESS (INTRALATA TOLL)** is traffic that originates and terminates within the same LATA but not within the same Local Calling Area. Exchange Access is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by the Federal Communications Commission.

(A)2.40 **EXCHANGE SERVICE (EAS LOCAL)** is local traffic as defined by the term Local Call.

(A)2.41 **EXCHANGE MESSAGE RECORD or EMR** is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore/Telcordia document that defines industry standards for exchange message records.

(A)2.42 **EXPANDED INTERCONNECTION CHANNEL TERMINATION (EICT)** telecommunications Interconnection between Sprint collocated equipment and Qwest's network is accomplished via an Expanded InterConnectioin Channel Termination (EICT). This element can be at OCn (meaning OC3, OC12, OC48 etc.), DS3, DS1 or DS0 level depending on the Qwest service to which it is connected. An EICT generally includes regeneration.

(A)2.43 **EXTENDED AREA SERVICE (EAS)/LOCAL TRAFFIC** is either a mandatory or optional enlargement of a Local Calling Area pursuant to the appropriate Commission decision where end users may originate toll free calling to the enlarged area.

(A)2.44 **FIBER-MEET** means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

(A)2.45 **HUB** denotes a Qwest Wire Center which is used as the Sprint POI for exchanging local traffic and at which Qwest multiplexing services are available to Sprint.

(A)2.46 **HDSL** or High-Bit Rate Digital Subscriber Line means a two-wire or four-wire transmission technology that typically transmits a DS1-level signal (or, higher level signals with certain technologies).

(A)2.47 **IABS** means the Interexchange Access Billing System which is Qwest's version of the Carrier Access Billing System (CABS) and is described in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore/Telcordia and contains the recommended guidelines for the billing of access and other connectivity services.

(A)2.48 **INTEGRATED DIGITAL LOOP CARRIER** means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 Mbps digital signal).

A)2.49 **INTERCONNECT MEDIATED ACCESS (IMA)** is a Qwest Operational Support Systems (OSS) electronic interface gateway utilizing either Electronic Data Interface (EDI) or Graphical User Interface (GUI). These gateways act as a mediation and security control point between the Sprint

and Qwest OSS and will support Pre-ordering (including loop pre-qualification), Ordering and Provisioning, Maintenance and Repair and Billing.

(A)2.50 **INTERCONNECT & RESALE RESOURCE GUIDE** is a Qwest document that provides essential information needed to request services available under this Agreement. It is available on Qwest's Web site.

(A)2.51 **INTERCONNECTION** is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service (EAS/Local), exchange access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic.

(A)2.52 **INTERCONNECTION TIE PAIR (ITP)** is a connection provided by Qwest between an unbundled network element and the demarcation point, and an ancillary service and a demarcation point. An Interconnection Tie Pair (ITP) differs from an Expanded Interconnection Channel Termination (EICT) in that an ITP does not include regeneration.

(A)2.53 **INTEREXCHANGE CARRIER** or IXC means a carrier that provides InterLATA and/or IntraLATA presubscribed/dial around switched or dedicated access services.

(A)2.54 **INTERNET** is a worldwide, interconnected network using gateways that convert formats and protocols between networks with hosts and interconnected networks appearing as interconnected hosts.

(A)2.55 **INTRALATA TOLL** (Exchange Access) is traffic that originates and terminates within the same LATA but not within the same Local Calling Area. Exchange Access is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by the Federal Communications Commission.

(A)2.56 **LINE INFORMATION DATA BASE** (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

(A)2.57 **LOCAL CALL** is a voice or data transmission that terminates in the same Local Calling Area as it originates in, and the transmission does not continue in any form beyond the termination point.

(A)2.58 **LOCAL CALLING AREA** is a geographically defined area within which an end user can originate and receive calls on a toll free basis, as established by the effective tariffs of the incumbent local exchange carrier. This may also

include local measured service (see also definition of Extended Area Service/Local Traffic).

(A)2.59 **LOCAL EXCHANGE CARRIER** (LEC) means any person that is engaged in the provision of telephone exchange service (EAS/Local) or exchange access (IntraLATA Toll). Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

(A)2.60 **LOCAL INTERCONNECTION SERVICE** (LIS) provides for local call termination services under reciprocal traffic exchange. LIS provides the Parties the ability to terminate calls within the Commission defined Local Calling/EAS.

(A)2.61 **LOCAL LOOP TRANSMISSION** or LOOP means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the termination of the facility on a Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.

(A)2.62 **LOCAL NUMBER PORTABILITY** (LNP) means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another.

(A)2.63 **LOCAL SERVICE REQUEST** (LSR) means the recommended industry forms and supporting documentation used for ordering local telecommunications services.

(A)2.64 **MAIN DISTRIBUTION FRAME (MDF)** means a Qwest distribution frame used to interconnect cable pairs and equipment on a switching system.

(A)2.65 **MASTER STREET ADDRESS GUIDE (MSAG)** means the master document or file that lists street names, address ranges, and routing codes.

(A)2.66 **MULTIPLE EXCHANGE CARRIER ACCESS BILLING (MECAB)** refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore/Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two or more LECs (including a ILEC and a CLEC), or by one LEC in two or more states within a single LATA.

(A)2.67 **MECOD** refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published

by Bellcore/Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service. It is published by Bellcore/Telcordia as SRBDS 00983.

(A)2.68 **MEET POINT BILLING or MPB** refers to an agreement whereby two LECs (including a CLEC and Qwest) jointly provide switched access service to an Inter-exchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

(A)2.69 **MID-SPAN MEET** is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

(A)2.70 **NETWORK DATA MOVER (NDM)** is an IBM platform for electronic transmission of data.

(A)2.71 **NETWORK ELEMENT** means a facility or equipment used in the provision of a telecommunications service.

(A)2.72 **NORTH AMERICAN NUMBERING PLAN or NANP** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

(A)2.73 **NXX** means the fourth, fifth and sixth digits of a ten-digit telephone number.

(A)2.74 **ORDERING AND BILLING FORUM (OBF)** is the standards forum which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

(A)2.75 **PACKET SWITCHING CAPABILITY** is the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

(A)2.76 **PARTY** means either Qwest or Sprint and **PARTIES** mean Qwest and Sprint.

(A)2.77 **POINT OF INTERFACE, POINT OF INTERCONNECTION (POI)** is a point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.

(A)2.78 **PORT** means a termination on a Central Office Switch that permits customers to send or receive circuit switched telecommunications services.

(A)2.79 **RATE CENTER** means the specific geographic point and its corresponding geographic area, (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange

Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

(A)2.80 **RATE CENTER AREA** is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

(A)2.81 **RATE CENTER POINT** is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center.

(A)2.82 **RESELLER** is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of telecommunications services for resale to its end users.

(A)2.83 **RIGHT OF WAY (ROW)** is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

(A)2.84 **ROUTING POINT** means a location which Qwest or Sprint has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Qwest or Sprint which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point may be an "End Office" location, or a "Qwest Consortium Point of Interconnection". Pursuant to that same Bellcore/Telcordia Practice, examples of the latter may be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore/Telcordia document refers to the Routing Point as the Rating Point. For the purposes of this Agreement, the Routing Point can be distinct from the Rating Point. The Rate Center Point must be located in the Rate Center area. The Routing Point may be located outside of the Rate Center Area.

(A)2.85 **SELECTIVE ROUTING** is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

(A)2.86 **SERVICE CONTROL POINT or SCP** means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with a SCP.

(A)2.87 **SHARED COLLOCATION** is the sharing of physical collocation space between multiple CLECs.

(A)2.88 **SHARED TRANSPORT** is transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches, and between tandem switches, in Qwest's network.

(A)2.89 **SIGNALLING TRANSFER POINT (STP)** means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. A STP transmits, receives and processes Common Channel Signaling (CCS) messages.

(A)2.90 **SYNCHRONOUS OPTICAL NETWORK (SONET)** is an optical interface standard that allows interworking of transmission products from multiple vendors.

(A)2.91 **SWITCHED ACCESS SERVICE** means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and is connected to the IXC's network at an IXC point of presence, or originates by an user of the IXC's services and is connected to a Party's network at an IXC point of presence for termination to one of the Party's end users, whether or not the traffic transits the other Party's network.

(A)2.92 **TARIFF** as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

(A)2.93 **TECHNICALLY FEASIBLE** Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that Qwest must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. Qwest is, however, entitled to recover the costs through specific methods approved by the state commission of such modification of facilities or equipment.

(A)2.94 **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.

(A)2.95 **TELECOMMUNICATIONS SERVICES** means the offering of telecommunications for a fee directly to end users.

(A)2.96 **TRAFFIC TYPE** is the characterization of IntraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier.

(A)2.97 **TOLL FREE NUMBER DATABASE** provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs.

(A)2.98 **TRANSIT TRAFFIC** means any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

(A)2.99 **TRCO** means Trouble Reporting Control Office.

(A)2.100 **UNBUNDLED NETWORK ELEMENTS (UNE)** are network elements which are defined by the FCC or Commission and Qwest must make available for use by Sprint for a fee. UNE requirements may change from time to time and Qwest must make available to Sprint those UNEs required under the law.

(A)2.101 **WIRE CENTER** denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the Act and the applicable FCC rules.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

(A)3.1.1 Each Party shall use its best efforts to comply with any implementation schedules that will be mutually agreed upon by the Parties from time to time.

(A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

(A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

(A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

(A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

(A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

(A)3.2 Term of Agreement

When executed by authorized representatives of Qwest and Sprint, this Agreement shall become effective on the date it is approved by the Commission and it shall terminate on June 30, 2003, unless renewed by mutual agreement or terminated earlier in accordance with the provisions of this Agreement.

(A)3.2.1 Continuation Upon Expiration and Renegotiation

Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written and faxed notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this

Agreement will terminate on the date specified in the notice or on the date the Agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new Agreement is approved by the Commission.

(A)3.3 Proof of Authorization

Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization (POA) in accordance with FCC Rules, as effective. POA shall consist of documentation acceptable to the end user's selection. Such selection may be obtained in the following ways:

(A)3.3.1 The end user's written Letter of Authorization.

(A)3.3.2 The end user's electronic authorization including but not limited to the use of an 8XX number.

(A)3.3.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

To the extent authorized by law, the Parties may request POAs for verification from the other Party and take any appropriate action.

The following language applies to the State of Montana only ((A)3.3 is deleted in its entirety and replaced with the following:)

Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization POA"). POA shall consist of documentation acceptable to the end users selection. Such selection may be obtained in any manner consistent with Montana law.

The Parties shall make POAs available to each other upon request. A charge of $100.00 (slamming charge) will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

(A)3.4 Billing and Payment

(A)3.4.1 Billable Charges

(A)3.4.1.1 Qwest will bill in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from Qwest Network Elements, Combinations, and Local Services, as set forth in this Agreement (hereinafter "Charges"). Each bill

for Charges (hereinafter "Bill") shall be formatted in accordance with CRIS and IABS, as appropriate. Each such Element, Combination, or Local Service, including service packages, purchased by Sprint, shall be assigned a separate and unique USOC and such code shall be provided to Sprint on each IABS Bill and the initial CRIS Bill. Each such USOC shall enable Sprint to identify the Element(s), Combinations or Local Services ordered by Sprint as described in the Provisioning sections of this Agreement. As Qwest provides for itself within its billing systems, it shall provide billing detail including the quantity and description of each such Element, Combination, or Local Service provided and billed to Sprint. All Charges billed to Sprint must indicate the state from which such Charges were incurred.

(A)3.4.1.2 The Parties agree that BAN numbers for billing and/or CRIS billing account numbers will be provided from Qwest to Sprint at the earliest practicable time.

(A)3.4.1.3 Qwest shall provide Sprint a monthly Bill that includes all Charges incurred by and credits and/or adjustments due to Sprint for those Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Bill provided by Qwest to Sprint shall include: (1) all flat rated charges incurred for the billing period (assumes the same billing periods as Qwest retail services), (2) any known unbilled flat rated charges for prior periods, (3) unbilled usage sensitive charges for the current billing period (assumes the same billing, periods as Qwest retail services), (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unapplied adjustments.

(A)3.4.1.4 Generally, the Parties will bill all charges to the other Party within ninety (90) calendar days of the appropriate bill date, barring extraordinary circumstances. If such circumstances should occur, the other Party will be notified as soon as the billing party knows. When notified of late billable charges, the Parties will negotiate a due date. Late billing will be limited to the statute of limitations applicable to state or federal regulations. Late billed usage will be

accompanied by sufficient detail to validate/substantiate such late billed charges.

(A)3.4.2 Payment of Charges

(A)3.4.2.1 Subject to the terms of this Agreement, Sprint and Qwest will pay each other, unless bills are properly disputed, within thirty (30) calendar days from the date of the bill or twenty (20) business days from the date the bill is received (or in a readable form for electronic transmissions), whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the bank Sprint specifies, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the bank Sprint specifies, payment will be made on the preceding business day.

(A)3.4.2.2 Payments shall be made in U.S. Dollars via electronic funds transfer or American Clearing House ("EFT" or "ACH") to the other party's bank account. At least thirty (30) days prior to the first transmission of Billing data and information for payment, Qwest and Sprint shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments shall be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. Sprint will provide Qwest with one address to which such payments shall be rendered and Qwest will provide to Sprint only one address to which such payments shall be rendered. In the event Sprint receives multiple Bills from Qwest which are payable on the same date, Sprint may remit one payment for the sum of all Bills payable to Qwest's bank account specified in this subsection. Each party shall provide the other party with a contact person for the handling of Billing payment questions or problems.

(A)3.4.3 Adjustments

Subject to the terms of this Agreement, the Parties will adjust each other's bill for any incorrectly Billed Charges for services provided hereunder. Where services are ordered or requested but not delivered, or for total service interruption, an adjustment will be made equal to the amount that was or would have been charged to the other Party. Such adjustments shall be set forth

in the appropriate section of the bill. Nothing in this section supercedes provisions of the Limitation of Liability section.

(A)3.4.4 Non-Payment of Undisputed Billed Amounts

(A)3.4.4.1 If either Party fails to make payments of undisputed amounts on dates specified, the billing Party shall provide thirty (30) calendar days written notice via certified mail return receipt requested to the person designated by the billed Party to receive such notices of noncompliance. If the billed Party does not remedy the situation by formally disputing the amount or reaching a mutually agreeable solution within the thirty (30) calendar days, the billing Party may refuse additional applications for service and/or refuse to complete any pending orders for service by the billed Party at any time thereafter. Upon resolution of the dispute within this thirty (30) day period, Qwest will begin to process order requests. If the billed Party does not remedy the situation as described above, Qwest may, after a second thirty (30) calendar day written notice by certified mail, return receipt requested to the person designated by the billed Party to receive such notices of noncompliance, discontinue providing all services to the billed Party. In the case of such discontinuance, all charges that caused the billing Party to invoke this provision, including termination charges, shall become due and payable. If the billing Party does not discontinue the provision of the services involved on the date specified in the thirty (30) calendar days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party the right to discontinue the provision of the services to the billed Party without further notice.

(A)3.4.5 Billing Disputes

(A)3.4.5.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. Either Party may elect to move to the next level of management, as necessary. The Parties will

generally follow the resolution procedures and timeframes outlined below:

(A)3.4.5.1.1 If the dispute is not resolved within sixty (60) calendar days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.

(A)3.4.5.1.2 If the dispute is not resolved within ninety (90) calendar days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.

(A)3.4.5.1.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.

(A)3.4.5.1.4 If the dispute is not resolved within one hundred and fifty (150) calendar days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

(A)3.4.6 Late Payment Charges

(A)3.4.6.1 A late payment charge as required by the applicable state Commission applies to all billed balances, which are not properly disputed, which are not paid by the billing date shown on the next bill. To the extent Sprint pays the billed balance on time, but the amount of the billed balance is disputed by Sprint, and, it is later determined that a refund is due Sprint, interest shall be payable on the refunded amount from the date of payment_in the amount that is equal to the late payment charge as required by the applicable state Commission.

(A)3.4.6.2 If a Party disputes Charges and does not pay such Charges by the payment due date, such Charges may be subject to late payment charges. If the

disputed Charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed Charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the Bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute.

(A)3.4.6.3 If a Party pays the disputed Charges and the dispute is resolved in favor of the billing Party, no further action is required. If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be at the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

(A)3.4.7 Credit/Deposit

(A)3.4.7.1 Qwest will determine Sprint's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If Sprint has not established satisfactory credit with Qwest or if Sprint is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3) consecutive months on charges which have not been formally disputed. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to Qwest or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.

(A)3.4.7.2 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission

rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Sprint's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by Sprint. The fact that a deposit has been made does not relieve Sprint from any requirements of this Agreement.

(A)3.4.7.3 Qwest may review Sprint's credit standing and modify the amount of deposit required.

(A)3.5 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.6 Insurance

Sprint shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

(A)3.6.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than $100,000 each accident.

(A)3.6.2 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 Sprint hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

(A)3.6.3 Comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(A)3.6.4 Umbrella/Excess Liability insurance in an amount of $10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is $11,000,000.

(A)3.6.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Sprint personal property situated on or within the premises. Sprint may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.

(A)3.6.6 Sprint and Qwest each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives or the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

(A)3.6.7 Upon the execution hereof, Sprint shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall; (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) policy(s) provide severability of interest/cross liability coverage.

Notwithstanding the provision set forth above, insurance requirements for telecommunications carriers with annual revenues in excess of ten billion dollars will be handled on an individual case basis.

(A)3.7 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents,

floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.8 Limitation of Liability

(A)3.8.1 Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

(A)3.8.2 Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

(A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

(A)3.8.4 Except as provided immediately below, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either

Party's liability to the other for (1) willful or intentional misconduct (including gross negligence) proximately caused by such party's negligent act or omission or that of their respective agents, subcontractors or employees nor shall anything contained in this section limit the Parties' indemnification obligations, as specified below.

(A)3.9 Indemnity

(A)3.9.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal Injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

(A)3.9.2 The indemnification provided herein shall be conditioned upon:

(A)3.9.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

(A)3.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.9.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.10 Intellectual Property

(A)3.10.1 For Resold services, each party agrees to defend and pay any damages awarded against the other Party (the "Requesting Party"), or their customers, based on any claim, demand, or

proceeding that the use, sale, offer for sale performance or provision of any facilities, equipment, services or other item provided by that Party (the "Providing Party") under this Agreement, infringes any U.S. patent, copyright, or constitutes misappropriation of a trade secret of a third party. The Requesting Party will notify the Providing Party promptly in writing of any such claim, demand or proceeding, and give such information, assistance and authority as reasonably required for the handling or defense of such claim all at the Providing Party's expense. The Providing Party shall have sole control over the defense of any such claim, demand or proceeding and all negotiations regarding its settlement. The Providing Party shall not have any obligation hereunder if any infringement or allegation thereof is based upon use of any item in combination with another item not furnished by the Providing Party (unless the other item is merely an immaterial part of the combination) or based upon use of any item in a manner for which it was not provided or intended and in the event of such infringement or allegation, the Requesting Party shall defend and pay any damages awarded against the Providing Party.

(A)3.10.2 For the use and provisioning of unbundled elements, the Parties agree to negotiate provisions related to Intellectual Property defense and apportionment of damages, and third party intellectual property licenses in accordance with FCC decisions as effective resulting from CCB Docket 97-19.

(A)3.10.3 Each Party shall not, without the express written permission of the other Party state that; a) the other party is in any way connected or affiliated with other Party or its affiliates, b) they are part of a joint business association or similar arrangement with the other Party or its affiliates, c) the other Party is sponsoring endorsing or certifying a Party's goods and services, or d) with respect to a Party's advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the Other Party or any of its affiliates. Nothing in this paragraph shall prevent each Party from truthfully describing the network elements it uses to provide service to its customers.

(A)3.10.4 Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property now or hereafter owned, controlled or licensable by either Party.

(A)3.10.5. Sprint may use the phrase "Sprint is a reseller of Qwest services" (the Authorized Phrase) in Sprint's printed materials provided:

(A)3.10.5.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Sprint, or included in any advertising materials that contain goods or services other than those being resold by Sprint.

(A)3.10.5.2 Sprint's use of the Authorized Phrase does not, in Qwest's reasonable discretion, cause customers to believe that Sprint is Qwest.

(A)3.10.5.3 The Authorized Phrase, when displayed, appears only in text form (Sprint may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one-fourth the point size of the largest use of Sprint's name and in no event shall exceed 8 point size.

(A)3.10.5.4 Sprint shall provide Sprint's first use of the Authorized Phrase in a particular printed material to Qwest for its prior written approval. Qwest must provide such approval or the reasons for rejection within 10 business days of such submission. Qwest's failure to respond shall be deemed approval.

(A)3.10.5.5 If Qwest reasonably determines that Sprint's use of the Authorized Phrase causes customer confusion, Qwest may in its reasonable discretion immediately terminate Sprint's right to use the Authorized Phrase.

(A)3.10.5.6 Upon termination of Sprint's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease and Sprint shall immediately cease any and all such use of the Authorized Phrase.

(A)3.10.5.7 Sprint's advertising materials comply with all state and federal laws including but not limited to unfair competition, trade libel and trademark law.

(A)3.10.6 Sprint acknowledges the value of the marks "Qwest", and "U S WEST" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. or their successor in interest (the "Owner"). Sprint recognizes that nothing contained in this Agreement is intended as an assignment or grant to Sprint of any right, title or interest in or to the Marks and that this Agreement does not confer any right

or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. Sprint will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. Sprint will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner.

(A)3.10.7 The Parties understand that third party hardware or software vendors or others ("Third Party(ies)") whose products or alleged rights are utilized in Qwest's network may dispute the sufficiency of Qwest's rights to allow Sprint to deliver traffic over Qwest's network. In the event a Third Party requests compensation from Sprint or Qwest for Sprint's use of Qwest's network prior to the FCC's issuance of rules in Docket Nos. CC96-98 and CCPOL 97-9 resolving these issues, the Parties agree to work cooperatively toward resolution of the issue through negotiations with the Third Party. If, after a reasonable period of negotiation, either Party decides that the negotiations with the Third Party will not result in an agreeable solution, either party may request that the issue be resolved through expedited arbitration pursuant to the Dispute Resolution provisions hereof. The Parties will cooperate to influence the Third Party to also participate in the arbitration. Each party will bear responsibility for its own costs during the negotiation and the arbitration process. If an arbitrator or a court determines that reasonable compensation is due to the Third Party, Sprint agrees that such compensation attributable to Sprint's use of the Qwest network shall be paid by Sprint. Sprint's agreement to this provision is without prejudice to any position that it may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing the subject matter hereof.

Nothing in this section shall preclude Qwest from recovering their costs under applicable state and federal rules.

(A)3.10.8 Nothing herein shall preclude either Party from referring to the other in comparative advertising, provided that such advertising is lawful under all applicable federal laws, including but not limited to the Lanham Act (as amended).

(A)3.11 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A)3.12 Assignment

(A)3.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

The following language applies to the State of Minnesota only
(A)3.12.1. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

(A)3.12.2 If the owner of the building or Qwest sells, transfers or assigns any interest in the building, or there is any material change in the lease to which the building is subject, and such sale, transfer, assignment or material change in the lease gives rise to an obligation which is inconsistent with a Collocation Space license granted under this Agreement, US WEST's performance under this Agreement shall be excused to the extent of the inconsistency. US WEST hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate US WEST to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

(A)3.13 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and

such default or violation shall continue for thirty (30) calendar days after written notice thereof (cure period), the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

The following language applies to the State of Minnesota only

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof (cure period), the other Party must notify the Minnesota Public Utilities Commission in writing and may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. Neither Party will disconnect the other without first obtaining the approval of the Commission.

(A)3.14 Disclaimer of Agency

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

(A)3.15 Nondisclosure

The following language applies to the State of Minnesota only

To the extent permitted by applicable law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

(A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic,

or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

(A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

(A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

(A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

(A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

(A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or

(A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

(A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

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

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice

president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

The following language applies to the State of Minnesota only

(A)3.17.3. If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All

expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof subject to review by the Commission. The Parties shall submit a copy of each arbitration opinion to the Commission, the Department of Public Service, and the Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrators decision shall prevail in effect unless the Commission decides otherwise within forty-five (45) days. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

The following language applies to the State of Montana only

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof, subject to review by the Commission. The Parties shall advise the Commission that they will be settling a dispute through arbitration as soon as reasonably possible and, in every instance, prior to retaining an arbitrator. The Parties shall file a copy of each arbitration opinion with the Commission within ten (10) days of service of same. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

(A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution

process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

(A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the Party should have reasonably known of the grounds for the dispute.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act, the FCC rules and the applicable state law in the state where the service is provided.

The following language applies to the State of South Dakota only This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of South Dakota. It shall be interpreted solely in accordance with the terms of the Act, the FCC rules and the applicable laws of the State of South Dakota.

(A)3.19 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

(A)3.20 Responsibility for Environmental Contamination

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

(A)3.21 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest
Director - Interconnection/Integration
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

SPRINT
Ken Ross, Director - Local Market Development
7301 College Blvd. (Mailstop: KSOPKV0212)
Overland Park, KS 66210

With copy to:
Richard Morris, Vice President, External Affairs -Local Markets
7301 College Blvd. (Mailstop: KSOPKV0214)
Overland Park, KS 66210

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Each Party shall inform the other of any changes in the above addresses.

(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents'

activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

The following language applies to the State of Minnesota only This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege. Notwithstanding the foregoing, the Parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.

(A)3.24 Referenced Documents

(A)3.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Sprint practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Sprint practice, Qwest practice, or publication of industry standards.

(A)3.24.2 The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents. Unless otherwise required by law, Sprint acknowledges that Qwest is not to be required to provide a superior network to Sprint than it provides to itself or other parties.

(A)3.24.3 Sprint will have sixty (60) calendar days to review modifications by Qwest to Referenced Documents. If Sprint determines that

the modifications materially and adversely affect its rights under this Agreement, the Parties agree to promptly negotiate a resolution. Sprint also has rights under the Dispute Resolution Section of this Agreement.

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

Sprint and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

The following language applies to the State of Minnesota only Sprint and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. The Commission must approve of any amendment, modification, or supplement to this Agreement.

(A)3.27 Executed in Counterparts

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

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification that meets with regulatory approval.

(A)3.30 Compliance

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

(A)3.31 Customer Contacts

Sprint shall provide the exclusive customer service interface to Sprint Customers in connection with the marketing, offering or provision of Sprint services. In those instances where Sprint requires Qwest personnel to interface directly with Sprint Customers in person, by telephone, or in writing, such personnel shall identify themselves as representing Sprint. In no event shall Qwest personnel acting on behalf of Sprint pursuant to this Agreement initiate dialogue to Sprint local service customers about Qwest products or services. Qwest shall not disparage Sprint during any customer contacts.

(A)3.32 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")

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

(A)3.33 Cooperation

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

(A)3.34 Most Favored Nations Treatment

The Parties agree to comply with Section 252(i) of the Act, and FCC and state rules promulgated hereunder.

(A)3.35 Nonexclusive Remedies

All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

The obligations of the Parties and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, either Party may sue in equity for specific performance.

(A)3.36 Privacy of Customer Information

(A)3.36.1 Every telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services provided by a telecommunications carrier.

(A)3.36.2 A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.

(A)3.36.3 Confidentiality of Customer Proprietary Network Information

(A)3.36.3.1. Except as required by law or with the approval of the customer, a telecommunications carrier that receives or obtains customer proprietary network information by virtue of its provision of a telecommunications service shall only use, disclose, or permit access to individually identifiable customer proprietary network information in its provision of (A) the telecommunications service from which such information is derived, or (B) services necessary to, or used in, the provision of such telecommunications service, including the publishing of directories.

(A)3.36.3.2 A telecommunications carrier shall disclose customer proprietary network information, upon affirmative written request by the customer, to any person designated by the customer.

(A)3.37 Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the remainder of the contract shall continue to have full force and effect, and the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek Dispute Resolution under this Agreement

PART B - RESALE

(B)1. Description

(B)1.1 Qwest Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll originating from Qwest exchanges will be available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest Tariffs, where applicable. Where 1+ IntraLATA toll presubscription is not available, Qwest will provide IntraLATA Toll service to Sprint for resale. In states where 1+ IntraLATA Toll presubscription is available Sprint has the option to arrange for another provider.

Except as otherwise explicitly provided by applicable law, and where technically feasible, there shall be no restrictions on the resale, under 251 (C) (4), of stand alone regulated vertical features that are associated with telecommunications services.

(B)1.2 When provided by Qwest, DSL services designed for and sold directly to residential and business end users are subject to the discounted resale obligations of Section 251(c)(4). Qwest will offer DSL services at the respective applicable customer retail discounts prescribed by the state commissions.

(B)1.3 Sprint acknowledges that pursuant to Section 251(b) of the Act, it has an obligation to make telecommunication services available to Qwest for resale. Should Qwest wish to obtain services from Sprint for resale, Sprint will negotiate an agreement that addresses the same terms and conditions as exists within this Resale section and relevant Part A provisions. The Parties will negotiate the prices at which Qwest may purchase such services.

(B)1.4 To the extent that the Commission has ruled, certain Qwest services are not available for resale under this Agreement and certain other Qwest services are available for resale but not at a discount, as identified in Part H or in individual state Tariffs. The availability of services and applicable discounts identified in Part H or in individual Tariffs are subject to change pursuant to the Rates and Charges subsection of this Resale section.

(B)2. Terms and Conditions

(B)2.1 Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll may be resold only for their intended use and only to the same class of end user to which Qwest sells such services (e.g., residence service may not be resold to business end users). Service provided directly to Sprint for its own use, such as administrative services, must be identified by Sprint and Sprint must pay the full retail rates and prices for such services.

(B)2.2 Qwest shall provide to Sprint Telecommunications Services for resale that are equivalent, subject to the same conditions related to the delivery of Telecommunications Services (including the conditions in Qwest's effective Tariffs), within provisioning time intervals that are equivalent to the intervals Qwest provides these services to itself, its affiliates to the extent required by law, and similarly situated third party telecommunications carriers, including other Resellers and end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.

(B)2.3 In the event that there are existing agreements between Sprint and Qwest for resale under Qwest retail Tariff discounts, Sprint may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts or Sprint may elect to terminate such existing agreements and obtain such services under this Agreement with the associated wholesale discount specified in Part H of this Agreement. Services obtained for resale are not entitled to both a retail Tariff discount and a wholesale discount.

(B)2.4 Sprint will provide a one year forecast within ninety (90) calendar days of signing this Agreement. During the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis or more frequently when significant changes in the forecast occur. The initial forecast will provide:

The estimated months that service will be offered (by city and/or state)
The estimated type and quantity of service(s) which will be offered
Sprint's anticipated number of service orders
Name of Sprint's key contact personnel

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement.

(B)2.5 Sprint may reserve blocks of Qwest telephone numbers as allowed by Tariffs.

(B)2.6 Qwest will accept at no charge one primary listing for each main telephone number belonging to Sprint's end user based on end user information provided to Qwest by Sprint. Qwest will place Sprint's listings in Qwest's directory listing database for directory assistance purposes. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section of this Agreement.

(B)2.7 Qwest shall provide to Sprint, for Sprint's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Sprint must provide to Qwest accurate end-user information to ensure appropriate listings in any databases in which Qwest is required to retain and/or maintain end-user information. Qwest shall provide and validate Sprint's end user information to the ALI/DMS. Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end users, Sprint's end user service information in the ALI/DMS ("Automatic Location Identification/Database Management System") used to support E911/911

services. Qwest assumes no liability for the accuracy of information provided by Sprint.

(B)2.8 If Qwest provides and Sprint accepts operator services, directory assistance, and IntraLATA long distance as a part of the resold line, it will be offered with standard Qwest branding. At the request of Sprint and where technically feasible, Qwest will rebrand operator services and directory assistance in Sprint's name, provided the charges associated with such rebranding are paid by Sprint in accordance with Section (G), Branding, herein.

(B)2.9 Sprint shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA services and IntraLATA services when IntraLATA presubscription is implemented.

(B)2.10 When end users switch from Qwest to Sprint, or to Sprint from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. Qwest shall take no action to prevent Sprint end users from retaining their current telephone numbers.

(B)2.11 Sprint is liable for all fraud associated with service to its end-users and accounts. Sprint will take responsibility for investigating fraud associated with their use of Qwest resold services and, if appropriate, will demonstrate to Qwest that Qwest shares responsibility for the resulting fraud. Where Sprint and Qwest are jointly responsible for the fraud, each will share responsibility for the resulting loss of revenue. When fraudulent or potentially fraudulent situations are discovered, the Parties will take immediate corrective action. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to Sprint's accounts, Qwest will promptly inform Sprint and, at the direction of Sprint, take reasonable action to mitigate the fraud where such action is within Qwest's control.

(B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Sprint requests that facilities be constructed or enhanced to provide resold services, Qwest will review such requests on a case-by-case basis and determine if it is economically feasible for Qwest to build or enhance facilities. If Qwest decides to build or enhance the requested facilities, Qwest will develop and provide to Sprint a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest's retail end users. If the quote is accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment.

The following language applies to the State of Montana only

(B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities unless otherwise required by Montana law. However, if Sprint requests that facilities be constructed or enhanced to provide resold services, Qwest will review such requests on a case-by-case

basis and determine if it is economically feasible for Qwest to build or enhance facilities. If Qwest decides to build or enhance the requested facilities, Qwest will develop and provide to Sprint a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest's retail end users. If the quote is accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment.

(B)2.13 In the event Qwest terminates the provisioning of any resold services to Sprint for any reason, including Sprint's non-payment of charges, Sprint shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to Sprint's end users. Qwest will provide notice to Sprint of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

(B)2.14 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

(B)2.15 If Qwest continues to sell a product to any end-user under grandfathered arrangements, Qwest must make that product available for resale by Sprint to that end-user. If a service is withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

(B)2.16 Qwest will provide Sprint with the same advance notice it provides the state commission for changes to resold products and services, except that when a product or service is discontinued, Qwest will provide Sprint with thirty (30) days advance notice. The information will be submitted to Sprint in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support and Billing Systems, and to provide its customers with notification of the change/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.

(B)3. Rates and Charges

(B)3.1 Pursuant to FCC Rules as effective, regulated Telecommunication Services, including promotions over ninety (90) days, discounts, and option plans, must have a corresponding wholesale rate as referenced in Part H. New Qwest regulated telecommunication services shall have a wholesale rate established at the same time the new service becomes available pursuant to FCC rules as effective.

(B)3.2 The Telecommunications Services identified in Part H are available for resale at the wholesale discount percentage shown in Part H. Telecommunications Services available for resale but excluded by the Commission from the wholesale pricing arrangement in this Agreement are available at the retail Tariff rates.

(B)3.3 The Customer Transfer Charges (CTC) as specified in Part H apply when transferring services to Sprint.

(B)3.4 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by Sprint without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

(B)3.5 Sprint will pay to Qwest the PIC change charge without discount for Sprint end user changes of interexchange or IntraLATA carriers. Any change in Sprint's end users' interexchange or IntraLATA carrier must be requested by Sprint on behalf of its end user.

(B)3.6 Sprint agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). Access to these services will not be turned up if Sprint requests that those services be blocked and if Qwest offers such blocking to its End Users. Qwest will bill Sprint the same charges with a wholesale discount that Qwest bills its End Users for providing blocking services. Qwest shall provide Sprint with detailed billing information (per applicable OBF guidelines, if any) as necessary to permit Sprint to bill its end users such charges.

(B)3.7 Qwest shall provide to Sprint, on a per-line basis, the ability to request blocking services that Qwest offers to its end users, e.g., 700, 900, 976.

(B)3.8 Product specific non-recurring charges, as set forth in Qwest's applicable Tariffs, without a discount, will apply when additional lines, trunks or circuits are added or when the end user adds features or services to existing line or trunks.

(B)3.9 Miscellaneous charges, if applicable, will be consistent with charges for equivalent services ordered by Qwest end users.

(B)3.10 When end-user accounts are converted to Sprint accounts, all Qwest calling cards will automatically be terminated at conversion.

(B)3.11 If the Commission orders additional services to be available for resale or removes the resale requirement for a service, the Parties agree that they will revise Part H to incorporate the changes required by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the Commission ordered wholesale discount rate. If the Commission, through a cost proceeding, establishes wholesale discount rates and other resale charges to be made generally available to Resellers or establishes a resale Tariff, the Parties agree that they will revise Part H to incorporate the Commission ordered wholesale discount rates and/or other resale charges into this Agreement effective on the date ordered by the Commission.

(B)3.12 Qwest shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.

(B)3.13 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Sprint for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale Tariff. The new rate will be effective upon the Tariff effective date.

(B)4. Ordering Process

(B)4.1 Sprint, or Sprint's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Sprint shall make it clear to its end users that they are end users of Sprint for resold services. Sprint's end users contacting Qwest will be instructed to contact Sprint.

(B)4.2 Qwest will provide pre-ordering information to Sprint pursuant to Section (G)2.

(B)4.3 For the period of time that a customer has chosen Sprint as their local service provider, Sprint assumes custodianship of Telephone Line Number ("TLN").

(B)4.4 When Sprint resells Qwest local service (becomes the end-user's local service provider), Qwest shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by Qwest from the IXC, Qwest shall reject the PIC change back to the IXC with the OCN of Sprint when available in the appropriate field of the industry standard CARE record.

(B)4.5 Sprint shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Interconnect & Resale Resource Guide available on Qwest's Web site. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms. Sprint must send Qwest complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services using Qwest's designated resale directory listing order forms. When Qwest's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user effective with the disconnection. If a Sprint end user discontinues service from Sprint and subsequently Qwest's service to Sprint is discontinued, Qwest will issue a bill to Sprint for that portion of the service provided to Sprint. Qwest will notify Sprint by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider.

Qwest will not provide Sprint with the name of the other service provider selected by the end user.

(B)4.6 Sprint shall provide Qwest and Qwest shall provide Sprint with points of contact for order entry, problem resolution and repair of the resold services.

(B)4.7 Due date interval standards are addressed in the Interconnect & Resale Resource Guide.

(B)4.8 When Qwest provides short installation intervals to its end-users, via soft dial tone, (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation), Qwest shall match those installation intervals for Sprint once the order is received from Sprint.

(B)4.9 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.

(B)4.9.1 When Sprint initiates an order with a due date that is within the Qwest Standard, and Qwest cannot meet this date, Qwest will issue an FOC to Sprint with a new due date. If Sprint's end user cannot accept this date, Sprint will escalate the order to Qwest's Service Center. If Qwest can improve the due date interval, but cannot meet the original requested date, Sprint is required to initiate a supplemental order indicating the re-negotiated due date. Qwest will initiate a revised FOC with the agreed to date. In this scenario, Sprint should not be charged for the supplemental order activity as the original due date was within the current interval date for Qwest.

(B)4.10 Qwest will provide completion notification that is equal to that provided to Qwest end users.

(B)4.11 Qwest will provide Design Layout Records when requested under terms and conditions consistent with Qwest end users.

(B)4.12 Qwest will handle jeopardies based upon the same performance standards and criteria as Qwest provides to its end users. Sprint jeopardies will be worked with the equivalent priority as Qwest jeopardies.

(B)5. Billing

(B)5.1 Qwest shall bill Sprint and Sprint is responsible for all applicable charges for the resold services as provided herein. Sprint shall also be responsible for all Tariffed charges and charges separately identified in this Agreement associated with services that Sprint resells to an end user under this Agreement.

(B)5.2 Qwest shall provide Sprint, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in Part G, billing information including (1)

a summary bill, and (2) individual end user sub-account information consistent with the samples available for Sprint review.

(B)6. Maintenance and Repair

Sprint and Qwest will employ the procedures for handling misdirected repair calls as specified in the Maintenance and Repair Section of this Agreement.

PART C - RECIPROCAL TRAFFIC EXCHANGE

(C)1. Interconnection Facility Options

(C)1.1 This Section describes the technical Interconnection of Qwest's network and Sprint's own network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Qwest will provide Interconnection at the trunk side of its tandems and its end office switches, in the same manner Qwest connects its own switches, and at central office cross-connect points. Qwest will also provide Sprint with access to signaling transfer points and call related databases necessary for call set up for the exchange of traffic. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service (EAS/Local), Exchange Access IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local) traffic; or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not generally provided. However, if at such time Qwest shall redesign its network to have local tandems connect to its access tandems for itself, then Qwest shall do so for Sprint to the extent Qwest does so for itself. Interconnection will be provided at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which Qwest provides to itself, a subsidiary, its affiliates, or any other party as required by law. This paragraph does not describe the reciprocal compensation arrangements between the Parties; reciprocal compensation arrangements are discussed in Section (C)2 of this Agreement.

(C)1.2 Methods of Interconnection

The Parties will mutually agree to the facilities arrangement to be established between their networks. Sprint shall establish a Point of Interconnection (POI) in each Qwest Local Calling Area where it does business. A POI may be used to establish trunks to all end offices that are local to the end office where the POI resides. Sprint will establish, via the common POI, separate trunk groups for each Qwest local tandem and/or end office within the local calling area or areas associated with the POI consistent with this Agreement. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic.

(C)1.3 Points of Interconnection (POI)

Internet traffic will be routed on Local/EAS trunks unless and until the FCC prohibition on charging access rates for internet traffic is lifted, at which time the Parties will negotiate how Internet traffic will be routed.

Sprint may request any modifications or additions to its designated POI's in order to add capacity or establish new POI's. Such changes may require mutual agreement between the Parties.

The following alternatives for establishing Interconnection are negotiable: (1) a DS1 or DS3 entrance facility; (2) Collocation (either Virtual or Physical); (3) negotiated Mid-Span Meet facilities; or (4) LIS Inter Local Calling Area Facility; (Existing Hub Locations are grandfathered for the term of this Agreement)

(C)1.3.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to Sprint's switch location. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part H. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when Sprint uses such Private Line Transport service for multiple services. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(C)1.3.2 Collocation

Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. The rates for the Expanded Interconnection Channel Termination (EICT) are provided in Part H of this Agreement.

(C)1.3.3 Mid-Span Meet POI

A Mid-Span Meet POI is a mutually agreed to Point of Interface, between the Qwest Wire Center and Sprint's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. The actual physical Point of Interface and facilities used will be the result of a mutual agreement between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to UNEs.

(C)1.3.4 Hub Location

No new Hub location arrangements may be ordered pursuant to this contract.

(C)1.3.4.1 When Sprint locates its switch outside the Local Calling Area, the Hub Location Point of Interface is available to establish Sprint's Point of Interface within the Local Calling Area under the following provisions.

(C)1.3.4.2 The Hub Location Point of Interface, limited to use with Local Interconnection Service for Exchange Service (EAS/Local) traffic, may be established at a Qwest Central Office at which multiplexing is performed.

(C)1.3.4.3 The physical arrangement of a POI at a Hub location consists of:

(C)1.3.4.3.1 A DS1 or DS3 Private Line Transport Service facility from Sprint's POI (in another Qwest Local Calling Area) to the Qwest Hub location, leased from Qwest, and;

(C)1.3.4.3.2 A Private Line Transport Service multiplexer at the Hub location, leased from Qwest. Where a multiplexer is not required, a digital cross connect bay at the hub location can be designated as the POI.

(C)1.3.4.4 Hub location traffic from Sprint will be transported in the EAS/Local Calling Area where the hub location is located only. Qwest will not be required to pass EAS/Local traffic of the hub location calling area to Sprint at any other location other than the leased DS3 multiplexer or digital cross connect bay as applicable.

(C)1.3.4.5 Rates, terms and conditions for ordering and billing Private Line Transport Services are found in the state and interstate Private Line catalogs and Tariffs.

(C)1.3.4.6 The Hub Location POI cannot be used to pick up/connect to UNEs.

(C)1.3.5 Host Remote Interconnection

When Sprint competes in a Qwest Local Calling Area where end users are served by a remote switch, Sprint will interconnect at the host office. Once Sprint establishes an interconnection arrangement with a Qwest host office, that interconnection arrangement will also be used for exchanging traffic destined to all remote switches associated with that host. When a host serves a remote located in the same local calling area, tandem transmission rates are applicable for the traffic carried by Qwest between the host and the remote. In those situations where a host serves remote switches in different Local Calling Areas, separate local trunk groups, associated with each Local Calling Area, are required into the host. Qwest will deliver the traffic to the remote at no additional cost to Sprint. This interconnection arrangement cannot be used by Sprint to pick up UNEs associated with the remote switch location.

(C)1.3.6 LIS Inter Local Calling Area (LCA) Facility

(C)1.3.6.1 Sprint may request Qwest-provided facilities to transport Exchange Service EAS/Local Traffic from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which Sprint desires to serve customers, the LIS InterLCA Facility product is available to establish a CLEC POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS Inter Local Calling Area (LCA) facilities.

(C)1.3.6.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where Sprint has a physical presence and has established the distant POI. Sprint may use interconnection arrangements (1), (2), or (3), as outlined in the Interconnection – Interconnection Facility Options Section, to establish the distant POI.

(C)1.3.6.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Exhibit A.

(C)1.3.6.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT

rates shall apply to the first twenty (20) miles in accordance with Exhibit A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

(C)1.3.6.5 Qwest will reduce the rate for the first twenty (20) miles of the InterLCA facility to reflect the portion of the InterLCA facility that is used by Qwest to transport Qwest-originated traffic to Sprint, in accordance with the Interconnection – Reciprocal Compensation Section of this Agreement. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA facility that exceeds twenty (20) miles in length.

(C)1.3.6.6 In addition, Sprint may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. Sprint will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Sprint chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.

(C)1.3.6.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and Sprint customers located within the Qwest local calling area.

(C)1.3.6.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.

(C)1.3.6.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

(C)2. Reciprocal Traffic Exchange

(C)2.1 Description

(C)2.1.1 Sprint may elect to pick up and/or deliver its traffic to Qwest utilizing a third party provider. If Sprint elects to deliver its

originating traffic to Qwest through a third party, Qwest will not be denied the right to deliver its originating traffic directly to Sprint. In this event, Sprint will make reasonable accommodations so Qwest can make a one-way trunk connection to the Sprint switch. Sprint and Qwest agree that, in these situations, Sprint traffic will be treated as third party traffic by Qwest.

(C)2.1.2 Reciprocal traffic exchange addresses the exchange of traffic between Sprint's network and Qwest's network. If such traffic is Exchange Service (EAS/Local), the provisions of this Agreement shall apply.

(C)2.1.3 Where either Party acts as an Exchange Access IntraLATA Toll provider, each Party shall bill the other access rates using their respective tariffed switched access rates. In the absence of a specifically filed Sprint exchange access InterLATA Toll tariff, Sprint shall bill Qwest using Qwest's Tariffed Switched Access rates as a surrogate. Each Party's rates will be cost based and will comply with the Commission's cost based methodology, if any. Sprint will provide notice to Qwest of changes in their respective Switched Access rates at the same time Sprint notifies the Commission. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations.

(C)2.1.4 The traffic types to be exchanged under this Agreement include:

(C)2.1.4.1 Exchange Service (EAS/Local) traffic as defined in this Agreement.

(C)2.1.4.2 Internet traffic.

(C)2.1.4.3 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

(C)2.1.4.4 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic as defined in Access Tariffs and referenced in this Section.

(C)2.1.4.5 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic

carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

(C)2.1.4.6 Transit service is provided by Qwest, as a local and access tandem provider, to Sprint to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless carrier), which is connected to Qwest's local or access tandems. To the extent that Sprint's switch functions as a local or access tandem switch, as defined in this Agreement, Sprint may, at its option, provide transit service to Qwest.

(C)2.1.5 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

(C)2.1.5.1 Directory Assistance

(C)2.1.5.2 911/E911

(C)2.1.5.3 Operator busy line interrupt and verify

(C)2.1.5.4 Toll free services

(C)2.1.6 Ancillary services are addressed in Part F of this Agreement.

(C)2.2 Terms and Conditions

(C)2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic and Internet Traffic.

(C)2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

(C)2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network based on the exceptions provided in this Section (see also Section (C)2.2.8.).

(C)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's local traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from Qwest or Sprint as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport).

(C)2.2.1.3 When Sprint elects to order additional trunks using standard industry engineering principles, based on forecasted or actual traffic at Sprint's busy hour, and there is a DS1 worth of traffic (512 CCS) between Sprint and a Qwest end office, the ordered trunks will be direct trunks to Qwest's end office. Where a local tandem exists, Sprint may deliver traffic for the offices connected to the local tandem subject to the requirement to establish direct trunks when traffic during the busy hour exceeds 512 CCS to an end office. To the extent that Sprint has established a Collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Sprint shall provide two-way direct trunk facilities, when required, from that end office to Sprint's switch. In all other cases, the direct facility may be provisioned by Qwest or Sprint or a third party. If both Sprint and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

(C)2.2.1.4 LIS ordered to a local tandem will be provided as Direct Trunked Transport between the serving Wire Center of Sprint's POI and the local tandem. Tandem switching and tandem transmission rates, as specified in Part H of this Agreement, will apply to the transport provided from the local tandem to Qwest's end office. Direct-trunked transport facilities are provided as facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.

(C)2.2.1.5 When Qwest receives a call routed in error from Sprint to a number that has been ported to another

Qwest central office within the EAS/Local Calling Area, Qwest will perform a routing query, re-route the call and apply the appropriate tandem transmission rates.

(C)2.2.2 Transport and Termination of Exchange Access (IntraLATA Toll) Traffic

Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the IntraLATA access tandem or via separate trunks to Qwest's end office(s), as designated by Sprint. It will be provided as Direct Trunked Transport between the serving Wire Center of Sprint's POI and the access tandem. Tandem transmission rates will apply to the transport provided from the access tandem to Qwest's end office.

(C)2.2.3 Transit Traffic

(C)2.2.3.1 Qwest will accept traffic originated by Sprint for termination to another CLEC, existing LEC or wireless carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to Sprint.

(C)2.2.3.2 In the case of Exchange Access (IntraLATA Toll) traffic, where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

(C)2.2.3.3 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

(C)2.2.3.4 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. Qwest will not pay Sprint reciprocal compensation for Transit Traffic that is not originated by Qwest.

(C)2.2.3.5 In the case of IntraLATA Toll traffic, where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

(C)2.2.3.6 When Qwest receives a call from Sprint to a number that has been ported to another local

service provider, Qwest will consider such calls as transit traffic. This includes all Sprint originated calls regardless of who performed the query.

(C)2.2.3.7 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The Parties will use industry standards developed to handle the provision and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to Sprint of the billing name, billing address and carrier identification codes of the IXC's subtending any access tandems to which Sprint directly connects. This type of traffic is discussed separately in this Section.

(C)2.2.4 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, can be found in the Technical Publication for Local Interconnection Service 77398.

(C)2.2.5 Switching Options.

(C)2.2.5.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Sprint when SS7 Out-of-Band Signaling is requested on LIS trunks. MF signaling may be requested on an individual case basis, to meet a Party's unique requirement which is incompatible with SS7 signaling.

(C)2.2.5.2 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will identify for Sprint those switches capable of routing 64CCC traffic, as requested (see also Section (C)2.2.8.2).

(C)2.2.6 Measurement of terminating local Interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or Sprint's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge Sprint for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

(C)2.2.7 LIS Forecasting

(C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking. Qwest and Sprint will meet quarterly during the first year of operation to exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to ensure traffic completion to and from all customers within the appropriate calling areas. After the first year, the Parties will mutually agree to a forecast meeting schedule. The Parties will share forecast information using the Qwest LIS Trunking Forecast forms.

(C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for LIS trunking which impacts the switch capacity and facilities of each Party. Forecasts are "good faith estimates".

(C)2.2.7.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest LIS Trunk Forecast Form.

(C)2.2.7.4 Each Party will utilize the forecast cycle outlined on the Qwest LIS Trunk Forecast Form which stipulates that forecasts be submitted on a quarterly basis for the first year, and thereafter as agreed to by the Parties. Qwest will include Sprint's forecasted requirements in the sizing of the next equipment addition. The forecast will identify trunking requirements for a two year period. From the close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete network build. When available capacity cannot fill a new forecasted requirement, there may be up to a seven month delay to build new capacity. The actual delay period will be based upon actual availability of vendor material and labor. For ordering information see Section (C)2.4 of this Agreement.

(C)2.2.7.5 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the Dispute Resolution process is completed, the lower forecast will be used.

(C)2.2.7.6 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(C)2.2.7.7 In addition to the above information, Sprint shall provide:

Completed Qwest LIS Trunk Forecast Forms;

Any planned use of an alternate local tandem provider.

(C)2.2.7.8 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through a Qwest web site:

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(C)2.2.7.9 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement. Qwest engineers routes according to industry standards.

(C)2.2.7.10 Qwest Network Disclosure of deployment information for specific technical capabilities (*e.g.,* ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site.

(C)2.2.7.11 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify Sprint of the need to take action and place orders against the forecasted trunk requirements.

(C)2.2.7.12 The Parties agree that Forecast shall be deemed Confidential Information.

(C)2.2.7.13 If a trunk group is consistently under sixty percent (60%) of centum call seconds (CCS) capacity each month of any three month period, Sprint will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. The Parties will immediately meet to cooperatively review and plan rearrangement of the facilities, if needed. Thirty (30) days after the written notification, if Sprint has not contacted Qwest to mutually agree to a rearrangement plan, then Qwest may reclaim the facilities and charge Sprint

a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than sixty percent (60%) of CCS for any three month period, Qwest will provide Sprint with written notification of its intent to refuse ASRs and/or cancel pending requests to augment those under-utilized trunk groups until such time as the utilization on that group reaches the required sixty percent (60%) level. When reclamation does occur, the trunk group shall not be left with less than twenty-five percent (25%) excess capacity.

(C)2.2.7.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(C)2.2.7.15 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part G of this Agreement, unless the Parties agree otherwise. Qwest and Sprint may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Sprint forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard Qwest forecast timeframes will not apply under these circumstances.

(C)2.2.8 Trunking Requirements

(C)2.2.8.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

(C)2.2.8.2 Where available, at present or in the future, the Parties shall make available to each other B8ZS Extended Super Frame (ESF) capable trunks (see also Section (C)2.2.5.2).

(C)2.2.8.3 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements (see also Section (C)2.2.1.2.1).

(C)2.2.8.4 Separate trunk groups will be established, as required, to comply with billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The Parties agree to combine different types of traffic on to a common trunk group when it is feasible to do so, e.g., local voice grade traffic and internet traffic. When Qwest's network is redesigned to combine local and toll tandems into a single local/toll network, then Qwest will make the same combined network available to Sprint for the exchange of traffic to the extent that Qwest makes it available to itself. At such time as traffic is combined on the same trunk group, the Parties will work cooperatively to develop appropriate compensation methodology. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(C)2.2.8.4.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks

(C)2.2.8.4.2 Exchange Service (EAS/Local) trunks

(C)2.2.8.4.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).

(C)2.2.8.4.4 911/E911 trunks

(C)2.2.8.4.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).

(C)2.2.8.4.6 Mass calling trunks, if applicable.

(C)2.2.8.5 Notwithstanding the restrictions above, Sprint may develop products that require the routing of some local traffic over new or existing access trunks in order to access Sprint's Operator Services

platforms to determine the jurisdiction of the traffic for call completion (e.g., 00-, 1010333 or other Sprint routed CIC). Qwest will permit this access upon the following conditions and under the FCC requirements of technical feasibility:

(C) 2.2.8.5.1 Sprint will measure and accurately identify InterLATA, IntraLATA and Local traffic on the combined trunk group. Sprint will pay Qwest reciprocal compensation for the local portion of traffic identified that is terminated on the Qwest local network. Access charges shall not apply to local traffic.

(C) 2.2.8.5.2 When Sprint is not able to measure traffic, Sprint will pay the appropriate access rates.

(C)2.2.8.6 The parties may mutually agree upon other combinations of traffic which are mutually beneficial to the parties.

(C)2.2.8.7 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of traffic. Ancillary service trunk groups may be made below a DS1 level, as negotiated.

(C)2.2.8.8 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all LIS trunk circuits, except as provided below.

C)2.2.8.8.1 The Parties agree that an all SS7 network is beneficial to end users and CLECs and therefore will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as

appropriate. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

(C)2.2.8.8.2 When the Parties interconnect via CCS for Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(C)2.2.8.9 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/local) LIS trunk groups shall be terminated on Qwest's access tandems. In the complete absence of a local tandem, Exchange Service (EAS/Local) LIS trunk groups will be established directly between Sprint and Qwest end office switches.

(C)2.2.8.10 Sprint is in no way restricted from routing traffic via new or existing direct end office facilities.

(C)2.2.8.11 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local Calling Area as such traffic originated.

(C)2.2.8.12 Alternate Traffic Routing

If Sprint has an LIS arrangement which provides two paths to a Qwest end office (one route via a local tandem and one direct route), Sprint may elect to utilize alternate traffic routing. Sprint traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

(C)2.2.9 Testing

(C)2.2.9.1 Acceptance Testing

At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets applicable technical parameters.

(C)2.2.9.2 Testing Capabilities

(C)2.2.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), non-synchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(C)2.2.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be billed to Sprint when Sprint requests testing and testing is completed by Qwest.

(C)2.2.10 Mileage Measurement

Where required, the mileage measurement for LIS is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

(C)2.3 Rate Elements

(C)2.3.1 Interconnection Facility Options

(C)2.3.1.1 Entrance Facilities

(C)2.3.1.1.1 Recurring and non-recurring rates for Entrance Facilities are specified in Part H of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

(C)2.3.1.1.2 If Sprint chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(C)2.3.1.2 Collocation

When Collocation is purchased, the LIS EICT rate elements, as described in Part H of this Agreement, will apply. The rates are defined at a DS1 and DS3 level.

(C)2.3.2 Direct Trunked Transport

(C)2.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic based on the exceptions outlined in Section (C)2.2.8.2 of this Agreement.

(C)2.3.2.2 Either Party may elect to purchase Direct Trunked Transport from the other Party.

(C)2.3.2.2.1 Direct Trunked Transport (DTT) is available between the serving Wire Center of the POI and the terminating Party's local/access tandem or end office switches. The applicable rates are described in Part H of this Agreement. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic, the applicable DTT rate elements apply between the serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

(C)2.3.2.2.3 Mileage shall be measured for DTT based on V&H coordinates between the serving Wire Center and the local/access tandem or end office.

(C)2.3.2.2.4 Fixed Charges per DS1 or per DS3 and per mile charges are defined for DTT in Part H of this Agreement.

(C)2.3.2.3 If the Parties elect to establish LIS two-way DTT facilities for the reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

(C)2.3.2.4 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Part H, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP traffic to substantiate a change in that factor. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, the Parties do not waive their position that traffic delivered to Enhanced Service Providers is interstate in nature.

(C)2.3.2.5 Multiplexing options (DS1/DS3 MUX) are available at rates described in Part H of this Agreement.

(C)2.3.3 Trunk Non-recurring Charges

(C)2.3.3.1 Installation non-recurring charges may be assessed by Qwest for each LIS trunk ordered by Sprint, at the rates specified in Part H of this Agreement.

(C)2.3.3.2 Rearrangement non-recurring charges may be assessed by Qwest for each LIS trunk rearrangement ordered by Sprint, at one-half the rates specified in Part H of this Agreement.

(C)2.3.4 Exchange Service (EAS/Local) Traffic

(C)2.3.4.1 End Office Call Termination

(C)2.3.4.1.1 The Parties agree that per minute of use call termination rates as described in Part H of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic.

(C)2.3.4.1.2 For purposes of call termination, the Sprint switch(es) shall be treated as end office switch(es), unless Sprint's switch(es) meet the definition of tandem switch in this Agreement.

(C)2.3.4.1.3 Compensation of ISP-Bound Traffic

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 7.

The Parties will utilize a "Bill and Keep" methodology for the compensation of ISP-bound traffic. As Qwest has the capability to identify and measure ISP-bound Traffic and Sprint does not, the Bill & Keep methodology will be accomplished on an exception basis. This requires Qwest to identify, measure and report ISP bound traffic originating minutes of use from its end-users terminating to Sprint's ISP customers as referenced in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026. ISP-bound minutes of use measured and reported to Sprint by Qwest will be adjusted off of the total local reciprocal compensation minutes on the following billing period. Qwest will make these measurements and the associated methodology available for audit according to the rules contained in Part G of this Agreement. Should Qwest fail to report measured minutes of use no adjustment would be made to the Sprint invoices.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 18.

The Parties will utilize a "Bill and Keep" methodology for the compensation of ISP-bound traffic. As Qwest has the capability to identify and measure ISP-bound Traffic and Sprint does not, the Bill & Keep methodology will be accomplished on an exception basis. This requires Qwest to identify, measure and report ISP bound traffic originating minutes of use from its end-users terminating to Sprint's ISP customers as found to be a reasonable method to measure ISP traffic in the Commission's Order dated May 3, 2000 in Docket No. 00B-011T. ISP-bound minutes of use measured and reported to Sprint by Qwest will be adjusted off of the total local reciprocal compensation minutes on the following billing period. Qwest will make these measurements and the associated methodology available for audit according to the rules contained in Part G of this Agreement. Should Qwest fail to report measured minutes of use no adjustment would be made to the Sprint invoices."

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.7:

As set forth herein, the Parties agree that without regard to characterization of traffic as interstate or local, traffic carried or delivered to one carrier which is then delivered to an ESP, including, but not limited to ISPs, shall be compensated at the same rates as the reciprocal compensation rates for the termination of local traffic for the interim period until such time as the FCC determines rates specific to the transport and termination of traffic to ESPs though a mechanism for intercarrier compensation.

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000, Docket No. UT-003006 at para. 50:

As set forth herein, the Parties agree that without regard to characterization of traffic as interstate or local, traffic carried or delivered to one carrier which is then delivered to an ESP, including, but not limited to ISPs, shall be compensated at the same rates as the reciprocal compensation rates for the termination of local traffic for the interim period until such time as the FCC determines rates specific to the transport and termination of traffic to ESPs though a mechanism for intercarrier compensation.

The following language applies for the state of Oregon only, as ordered by the OPUC November 9, 2000, Docket ARB 238 at Page 19:

As set forth herein, the Parties agree that without regard to characterization of traffic as interstate or local, traffic carried or delivered to one carrier which is then delivered to an ESP, including, but not limited to ISPs, shall be compensated at the same rates as the reciprocal compensation rates for the termination of local traffic for the interim period until such time as the FCC determines rates specific to the transport and termination of traffic to ESPs though a mechanism for intercarrier compensation.

The following language applies only for the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah, and Wyoming:

Since the Parties were not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001, the Parties will utilize the bill and keep methodology for the compensation of ISP bound traffic. If further FCC action regarding compensation of ISP bound traffic is ordered, the parties agree to negotiate changes to comply with the FCC's order.

(C)2.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a Qwest or Sprint local tandem switch (as defined in this Agreement), the tandem switching rate applies per MOU for the tandem switching function. The tandem transmission rate applies per MOU for common transport between the tandem and the end office. The end office call termination rate also applies to terminate the call at the end office. A single switch will not be compensated for both the tandem switch and end office switch functions on a single call. This applies reciprocally when Qwest terminates a call to a Sprint tandem.

(C)2.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the local tandem and terminating end office. If actual mileage cannot be measured, an assumed one mile will be used.

(C)2.3.4.2.3 When Sprint terminates traffic to a remote office, tandem transmission rates will apply for the mileage between the Qwest host office and the Qwest remote office.

(C)2.3.4.2.4 When Qwest receives a call from Sprint to a number that has been ported to another Qwest central office within the EAS/Local Calling Area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

(C)2.3.5 Miscellaneous Charges

(C)2.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon rates, terms and conditions described in State Access tariffs.

(C)2.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with Qwest executive approval within the same timeframes as Qwest provides for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in state Access Tariffs.

(C)2.3.5.3 Construction charges are described in Section (G)12 of this Agreement.

(C)2.3.6 Exchange Access (IntraLATA Toll) Traffic.

Applicable Qwest Switched Access Tariff rates apply to Exchange Access (IntraLATA Toll) traffic routed to an access tandem, or directly to an end office. Relevant rate elements could include Tandem Switching, Tandem Transmission, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate and allowed by law.

(C)2.3.7 Transit Traffic.

The following rates will apply:

(C)2.3.7.1 Exchange Service (EAS/Local) Transit: The applicable LIS transit tandem switching and tandem transmission, at the mileage rates contained in Part H of this Agreement, apply to the originating CLEC.

(C)2.3.7.2 Exchange Access (IntraLATA Toll) Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission, at the mileage rates contained in Part H of this Agreement, apply to the originating CLEC.

(C)2.3.7.3 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and their respective FCC and state access Tariffs.

(C)2.3.8 Qwest and Sprint are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling

parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than five percent (5%) of total.

(C)2.4 Ordering

(C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Transmission); 3) the number of trunks to be provisioned at a local exchange office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

(C)2.4.2 When ordering new NXX codes associated with LIS, Sprint will provide the CLLI codes of the Qwest local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, Sprint will provide the Two-Six Code to which each NXX will be routed.

(C)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, or uses the Hub Location POI, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.

(C)2.4.4 A joint planning meeting will precede Sprint and Qwest trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.

(C)2.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for local traffic. Separate trunks will be ordered to Qwest's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.

(C)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis as mutually agreed upon by the Parties.

(C)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on Qwest's Web site.

(C)2.4.8 Sprint may cancel an order for LIS at any time prior to notification by Qwest that service is available for Sprint's use. If Sprint is unable to accept LIS within one hundred and twenty (120) calendar days after the original service date, Sprint has the following options:

The order for LIS will be canceled, and charges as set forth above will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Sprint, will be the 121st calendar day beyond the original service date of the order for LIS.

(C)3. Jointly Provided Switched Access Services

(C)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, MECAB and MECOD, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

(C)3.1.1 Qwest and Sprint agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

(C)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXC's. Qwest will be unable to fulfill the role of ASC if Sprint does not fully comply with MECOD requirements, including filing their end offices and BP's (Billed Percentages) in the NECA 4 Tariff.

(C)3.3 Qwest and Sprint will each render a separate bill to the IXC, using the multiple bill, multiple tariff option for their respective portions of jointly provided switched access service.

(C)3.4 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

PART D - COLLOCATION

(D)1. Description

(D)1.1 Sprint may collocate any type of equipment used or useful for Interconnection or access to Unbundled Network Elements pursuant to FCC Rule 51.323(b). Collocation is the leasing to Sprint of physical space in a Qwest Wire Center; Qwest will make available to Sprint, for the purpose of Collocation, central office power, grounding, surge protection, heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Wire Center. Qwest will provide building safeguards to Sprint's collocated equipment against damage caused by fire, floods, winds, and other causes of nature on the same basis that Qwest safeguards its own equipment, buildings and property from damage. Collocation also allows Sprint to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are six (6) types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, and Interconnection Distribution Frame. Adjacent Collocation is a form of Physical Collocation. Other forms of legally authorized Collocation may be requested through the BFR Process.

(D)1.1.1 Virtual Collocation

With a Virtual Collocation arrangement, Sprint is responsible for the procurement of its own telecommunications equipment which Qwest installs and maintains. Sprint does not have physical access to its equipment in the Qwest Central Office but will be granted access to the appropriate cross-connect device for making any cross connections it may require for access to Qwest UNEs.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows Sprint to lease caged floor space as provided in (D)3.3.1, for placement of its telecommunications equipment within Qwest's Central Office for the purpose of interconnecting with Qwest finished services or UNEs. Sprint is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate cross-connect device for connecting its equipment to Qwest UNEs.

(D)1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a Qwest Central Office. Space will be made available in standard 9 square foot, single bay increments. Sprint will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. As with both Virtual and Caged Physical Collocation, Cageless Physical

Collocation will also include access to the appropriate cross-connect device in which Sprint can make connections to Qwest UNEs.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation allows two or more CLECs to share a single collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement, and another CLEC, pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) CLECs. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC. Qwest shall not place unreasonable restrictions on Sprint's use of a collocation cage, such as limiting Sprint's ability to contract with other CLECs to share Sprint's collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with Qwest utilize a shared collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original collocator.

(D)1.1.5 Adjacent Collocation

(D)1.1.5.1 Adjacent Collocation is collocation in a controlled environmental vault or similar structure, to the extent technically feasible. Adjacent Collocation is available only when Qwest is out of available collocation space in a central office. When a request for collocation is denied due to unavailability of space, Sprint may request Adjacent Collocation from Qwest on an Individual Case basis (ICB). Since Adjacent Collocation is unique per request, Qwest will conduct a feasibility study to determine if there is appropriate adjacent Qwest property that can be used for Adjacent Collocation. Sprint may also suggest other adjacent structures suitable for equipment installation or may identify a willingness to construct an adjacent structure. Adjacent Collocation is not subject to the same existing intervals for any other type of collocation. The Parties agree to work cooperatively in establishing a mutually agreeable project timeline to outline

tasks, responsibilities and commitment dates to complete the ICB request. If the Parties are unable to agree on a project timeline, the Dispute Resolution process in this Agreement will be used.

(D)1.1.5.2 If Sprint proposes an adjacent site, at a minimum Sprint will need to provide the following information: address of adjacent site, description of physical facility (i.e.: type of building or structure), dimensions of structure, material of structure, identify if structure is above ground or below ground, proof of certification of compliance with existing building and zoning codes as required by the respective municipality. It is Sprint' responsibility to "construct or procure" such arrangements.

(D)1.1.6 Interconnection Distribution Frame (ICDF) Collocation

(D)1.1.6.1 Where Sprint does not require its equipment to be placed in a Qwest Central Office, but wishes only to combine Qwest UNEs, ICDF Collocation is available. An ICDF frame is also available for combining elements when other forms of Collocation are used.

(D)1.1.6.2 Qwest will make available to Sprint, Interconnection Distribution Frames (ICDFs) that are shared cross-connect devices used by Qwest and CLECs alike. For each Central Office, Qwest will determine the appropriate cross-connect device upon which Sprint terminations will be placed (DS0, DS1, DS3, and Ocn (fiber)). The ICDF may be the Qwest Main Distribution Frame (MDF), Toll Frame, Intermediate Distribution Frame (IDF), or another frame, depending on space availability and individual Central Office design. The frame Qwest establishes as the ICDF will be selected to minimize connection points. To the extent the Commission has specified by order that a particular frame is to be used, such frames will be made available to Sprint. When Sprint uses these frames, Sprint shall follow the same technical publications and design requirements for the engineering and use of frames that Qwest follows. The service ordering process will follow Qwest guidelines. Sprint shall agree to reimburse Qwest for all costs for placement of facilities dedicated to Sprint along with a portion of the common costs that can be shared between Qwest and CLECs..

(D)1.1.6.3 Sprint may combine UNEs at the Qwest designated frame. Such frames will be located within Qwest Central Offices for common or dedicated usage. The cross-connect frames will accommodate DS0, DS1, DS3 and OCn (fiber) terminations. Tie cable arrangements between various Qwest frames may be required and will be made available to Sprint in a nondiscriminatory manner.

(D)2 Collocation Entrance Facilities

(D)2.1 Fiber Entrance Facilities

(D)2.1.1 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between Sprint's collocated equipment within the Qwest central office and a Collocation Point of Interconnection (C-POI) outside the central office where Sprint shall terminate its fiber-optic facility.

(D)2.1.2 Sprint is responsible for providing its own fiber facilities to the C-POI outside Qwest's Central Office. 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 Sprint's leased collocation space (Caged or Cageless Physical Collocation) or Sprint's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Sprint's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.

(D)2.1.2.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to the C-POI and Sprint's collocation space in increments of 12 fibers. Sprint's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between Sprint's collocation space and the FDP. The FDP provides Qwest with test access and a connection

point between the transport fiber and Sprint's interconnection cable.

(D)2.1.2.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to a C-POI and multiple locations within the Qwest wire center. Sprint's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the wire center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of collocation to another.

(D)2.1.2.3 Express Fiber Entrance Facility -- Qwest will place a Sprint-provided fiber cable from the C-POI directly to Sprint's collocation space. If the Sprint-provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the Qwest office meets requirements. The fiber cable placed in the wire center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

(D)2.1.3 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.

(D)2.2 Microwave Entrance

Microwave Entrance is used to allow Sprint to collocate microwave equipment at Qwest's Central Office buildings, where space is available. Microwave Entrance is used as an entrance facility at Qwest Central Offices for the exchange of traffic and/or for access to UNEs. Microwave Entrance is used in conjunction with Virtual, Caged Physical, Cageless Physical, and Shared Physical Collocation.

(D)3. Terms and Conditions

(D)3.1 Terms and Conditions - All Collocation

(D)3.1.1 With respect to Network Security, Sprint and Qwest agree that the provisions of this Section will be implemented in such a manner as to protect the integrity of the Party's networks pursuant to Section (G)1.

(D)3.1.2 With respect to any technical requirements or performance standards specified in this Section, Qwest shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)3.1.3 Collocation is available for equipment that is necessary for interconnection or access to Qwest's unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. Qwest will permit collocation of any equipment required by law, unless Qwest can establish that the equipment will not be actually used by Sprint for the purpose of obtaining interconnection or access to unbundled network elements, e.g. equipment used solely for switching or enhanced services. Before any equipment is installed, Sprint must provide a written inventory to Qwest of all equipment and how it will be used for interconnection and/or access to unbundled network elements.

(D)3.1.4 Sprint may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at Sprint's collocated equipment or at the demarcation point as described below.

(D)3.1.5 Demarcation Points for Unbundled Network Elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by Sprint. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to Sprint. Sprint shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at Sprint-provided cross connection equipment in Sprint's Physical or Virtual Collocation space. A second

standard demarcation point is at an Interconnection Distribution Frame as described in Section (D)1.1.6. To the extent Sprint selects a demarcation point outside of its collocated space, such as an ICDF, Sprint shall provide and Qwest shall install the tie cables from Sprint's collocated equipment to the demarcation point. Alternatively, Qwest shall provide and install these tie cables, at Sprint's expense.

(D)3.1.5.1 Qwest will provide a connection between an unbundled network element and the demarcation point, and an ancillary service and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

(D)3.1.5.1.1 at Sprint-provided cross-connection equipment located in Sprint's Virtual or Physical Collocation Space; or

(D)3.1.5.1.2 if Sprint elects to use ICDF Collocation, at an Interconnection Distribution Frame (ICDF); or

(D)3.1.5.1.3 if Sprint elects to use an ICDF in association with Virtual or Physical Collocation, at an ICDF.

(D)3.1.6 Qwest will fill Sprint's requests for Collocated space when space is available. Qwest will also provide Sprint, at a cost, permitted structures Sprint requests in support of their collocated equipment. Such structures include, but are not limited to, a cage (for Caged Physical Collocation), HVAC, power and grounding, any required cabling between Sprint's telecommunications equipment and designated frames, and any other associated hardware.

(D)3.1.7 All equipment placed will be installed in accordance with Qwest Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. Qwest shall provide standard central office alarming pursuant to Technical Publication 77390 within the central office environment, but not to Sprint's equipment. Sprint is responsible for the monitoring of its own equipment.

(D)3.1.8 Qwest will provide Sprint with the opportunity to identify a primary and an alternate form of collocation on a single application for collocation. Requests for Collocation may be denied due to the lack of sufficient space in a Qwest Wire Center for placement of Sprint's equipment. In the event the original collocation as requested is not available, Qwest will notify Sprint and identify the reason the primary request cannot be met and will identify available variations on the primary request. In addition, Qwest will indicate whether the requested

alternative is available. The Parties will discuss how to proceed. If variations of either option are agreeable, Qwest will complete the application process. If Sprint did not specify an alternative form of collocation on the original application form, Sprint will be required to submit a new application form requesting a different type of collocation. An additional application fee is required for each subsequent collocation application.

(D)3.1.9 In the event that Qwest requires additional Wire Center space in order to satisfy its own business needs, and Qwest takes action to add equipment space to a Wire Center, additional CLEC space requirements for collocation will be taken into consideration.

(D)3.1.10 Requests for Collocation from Sprint will be prioritized by Qwest, but in the event Sprint submits requests for Collocation, such that more than five (5) requests per week, per state are in process by Qwest, the following procedure shall apply:

(D)3.1.10.1 Qwest and Sprint shall work cooperatively and in good faith to establish a project plan and schedule to implement Sprint's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;

(D)3.1.10.2 The project plan established by Qwest and Sprint to implement Sprint's request for Collocation may also be used by Sprint to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Sprint are being processed by Qwest;

(D)3.1.10.3 Should the Parties not reach agreement on the project plan, Sprint's requests for Collocation shall be addressed by Qwest on an individual case basis.

(D)3.1.11 If Qwest denies a request for Collocation in a Qwest Wire Center due to space limitations, Qwest shall allow Sprint representatives to tour the entire Wire Center premises escorted by Qwest personnel within ten (10) calendar days of the denial of space. Such tour shall be without charge to Sprint. If, after the tour of the premises, Qwest and Sprint disagree about whether space limitations at the Wire Center make Collocation impractical, Qwest and Sprint may present their argument to the Commission.

(D)3.1.11.1 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 physical collocation is not practical because of space limitations.

(D)3.1.11.2 Qwest will maintain a publicly available document, posted for viewing on the Qwest website, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.

(D)3.1.11.3 If a request for Collocation is denied due to a lack of space in a Qwest Wire Center, Sprint may request Qwest to provide a cost quote for the reclamation of space and/or equipment. In the event Sprint requests, Qwest shall remove obsolete unused equipment from its Wire Center to increase the amount of space available for Collocation at Qwest's expense.

(D)3.1.11.3.1 Reclamation may include the following:

Space Reclamation – Administrative space that can be reconditioned, downsized or modified for the placement of telecommunications equipment.

Grooming – The moving of circuits from working equipment to other equipment bays with similar functionality for the purpose of providing space for Interconnection.

(D)3.1.11.3.2 Quotes for reclamation will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. Qwest will prorate these costs based on the percentage of the space Sprint has requested prior to providing Sprint a quote. Sprint has thirty (30) business days to accept the quote. If Sprint accepts the quote, work will begin on receipt of fifty percent (50%) of the quoted charges and proof of insurance, with the balance due on completion.

(D)3.1.12 All equipment shall meet the same earthquake rating requirements as Qwest uses for engineering its own equipment installation. The installation of all equipment shall be performed in a manner to comply with the earthquake rating standards for the geographic area of the central office.

(D)3.1.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, Sprint may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, and 3) unbundled network elements.

(D)3.1.14 Qwest will provide Sprint with two points of entry into a Qwest wire center when Qwest utilizes two separate entrances into the wire center building for its own use and when there are vacant entrance ducts in both. Qwest will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. If Qwest requires additional Collocation entrance facilities for its own use, then the needs of CLECs will also be taken into consideration.

(D)3.1.15 Where Collocation entrance facilities are not available, Qwest will offer Sprint Qwest DS3 or DS1 Private Line Transport Services in accordance with Tariff terms and conditions, in lieu of entrance facilities to be terminated at Sprint's collocated equipment.

(D)3.1.16 Nothing herein shall be construed to limit Sprint's ability to obtain any or all types of Qwest Collocation in a single location, provided space is available.

(D)3.1.17 Cancellation of Collocation Request. Sprint may cancel a collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. Sprint shall be responsible for payment of all costs incurred by Qwest up to the point where cancellation is received.

(D)3.1.18 Termination of Collocation Arrangement. Sprint may terminate a completed collocation arrangement by submitting a thirty (30) calendar day written notice via certified mail to the Qwest Account Manager. Prior to the effective termination date of Sprint's collocation arrangement with Qwest, Sprint will remove their collocated equipment and cabling.

(D)3.1.19 Sprint may construct its own connection, using copper or optical fiber equipment, between Sprint's equipment and that of another CLEC. Using an approved vendor, Sprint may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.

(D)3.1.20 Qwest will provide Sprint the same connection to the network as Qwest uses for provision of services to Qwest end users. The direct connection to Qwest's network is provided to Sprint through direct use of Qwest's existing cross connection network. Sprint and Qwest will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.

(D)3.1.21 For Caged Physical Collocation, Sprint's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or Sprint may choose from Qwest approved contractors to construct the cage in accordance with the technical publications listed below. All Sprint equipment placed will be installed in accordance with Qwest Technical Publications 77350, 77351, 77355, 77386, 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These appropriate Qwest Technical Publications must be available to the installation crew while performing installation work on Qwest property.

(D)3.1.22 All equipment placed will be subject to random audits conducted by Qwest. Sprint will be given thirty (30) calendar days notice of such audits detailing the reason and scope of the audit and inviting Sprint to attend as the audit is performed. These audits will determine whether the equipment meets the standards required by this Agreement. Sprint will be notified by certified mail of the results of this audit pursuant to the notices section of this Agreement. Sprint shall rectify all non-conformities or officially appeal, through the Dispute Resolution process, any finding of non-conformity within thirty (30) calendar days of notification. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet Qwest technical requirements, or is determined to be unsafe, Sprint will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Sprint fails to correct any non-compliance within a mutually agreed upon timeframe after written notice of non-compliance, Qwest will have the equipment removed or the condition corrected at Sprint's expense.

(D)3.1.23 Conversion of Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee (QPF) by Sprint. Sprint must pay all associated conversion charges. Conversions shall be in accordance with Qwest's standard Collocation provisioning processes. If required, Sprint will submit separate service orders for

grooming Sprint's existing end user circuits to the new Collocation.

(D)3.1.24 If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, US WEST shall have the right to terminate a Collocation Space license upon not less than 30 days notice prior to the date of cancellation designated in the notice. Sprint shall receive its proportionate share of any money or other consideration payable by US WEST to Sprint for such cancellation, and Sprint shall have a right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

(D)3.1.25 Any disputes regarding equipment shall follow the guidelines outlined in FCC 99-48, 51.323(b).

(D)3.1.26 Qwest will connect Sprint to another collocated CLEC, in the same physical location, at Sprint's request and at Sprint's expense. If Sprint chooses not to use Qwest for such facility, Qwest will permit Sprint, or the other CLEC connecting to Sprint, to construct such a connection.

(D)3.2 Terms and Conditions - Virtual Collocation

(D)3.2.1 Qwest is responsible for installing and maintaining Sprint's Virtually Collocated equipment for the purpose of Interconnection or to access UNEs.

(D)3.2.2 Sprint will not have physical access to the Virtual Collocated equipment in the Qwest Wire Center. However, Sprint will have physical access to the demarcation point in the Qwest Wire Center.

(D)3.2.3 Sprint will be responsible for obtaining and providing to Qwest administrative codes, (e.g., common language codes), for all equipment provided by Sprint and installed in Wire Center buildings.

(D)3.2.4 Sprint shall ensure that upon receipt of Sprint's Virtually Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest, all at

Sprint's expense. Sprint shall advise the manufacturer and seller of the virtually collocated equipment that Sprint's equipment will be possessed, installed and maintained by Qwest.

(D)3.2.5 Sprint's virtually collocated equipment must comply with Qwest Wire Center environmental and transmission 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. Sprint shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of Sprint's virtually collocated equipment.

(D)3.2.6 Sprint must specify all software options and associated plug-ins for its virtually collocated equipment.

(D)3.2.7 Sprint will be responsible for a one-time payment of Qwest Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of Sprint's Virtually Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Central Office. 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.

(D)3.2.8 Sprint will be responsible for payment of charges incurred in the maintenance and/or repair of Sprint's virtually collocated equipment. Qwest will provide itemized billing for such charges.

(D)3.2.9 Sprint will transfer possession of Sprint's virtually collocated equipment to Qwest via a no cost lease. The sole purpose of the lease is to provide Qwest with exclusive possessory rights to Sprint's virtually collocated equipment. Title to the Sprint virtually collocated equipment shall not pass to Qwest.

(D)3.3 Terms and Conditions - Caged Physical Collocation

(D)3.3.1 Qwest shall provide Caged Physical Collocation to Sprint for the purpose of Interconnection or access to UNEs. Qwest may offer an alternative form of collocation when Qwest demonstrates that Caged Physical Collocation is not practical for technical reasons such as space limitations, as provided in Section 251(c)(6) of the Act.

(D)3.3.2 Qwest shall provide basic telephone service with a connection jack at the request of Sprint for the Physical or Cageless Physical Collocated space. Upon Sprint's request, this service shall be available per standard Qwest business service provisioning processes.

(D)3.3.3 Sprint must begin equipment installation within sixty (60) days of cage acceptance unless Sprint demonstrates mitigating circumstances. Mitigating circumstances are circumstances outside Sprint's control which have delayed Sprint's use of the space. Sprint shall actively use fifty percent (50%) of the space to provide telecommunication services within twelve (12) months of acceptance. If Qwest identifies under-utilized space, Qwest reserves the right to reclaim the unused portion and allocate it to another CLEC if a request is pending and an out of space condition exists in that Central Office.

(D)3.3.4 Sprint's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation between the sharing parties. Qwest will construct the cage enclosure. All Sprint equipment placed will be installed in accordance applicable Qwest Technical Publications, i.e., 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

(D)3.3.5 Qwest will designate and design the floor space within each Wire Center which will constitute Sprint's leased space. Sprint has the right to review the space and request a change in location for cause. Upon such request, the Parties will meet and negotiate the space that will be assigned to Sprint for their collocation. Renegotiations of space may require a renegotiations of the timeline. Reasons for such a request might include but are not limited to: security concerns, proximity to hazards, e.g., water pipes and/or sources of vibration, and proximity to resources, e.g., DC power and distance to other Central Office equipment.

(D)3.3.6 Sprint's leased floor space will be separated from other competitive providers and Qwest space through cages or hard walls. Sprint may elect to have Qwest construct the cage, or choose from Qwest approved contractors (or request approval of Sprint preferred contractors) to construct the cage, complying with applicable Qwest Technical Publication(s).

(D)3.3.7 When Qwest constructs the Caged Physical space, Qwest will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build Sprint's leased physical space and the riser from the vault to the leased physical space, complying with applicable Qwest Technical Publication(s).

(D)3.3.8 Sprint owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from Qwest.

(D)3.3.9 Sprint and Qwest will complete an acceptance walk through of all collocated space requested from Qwest. The walk through will be scheduled within fifteen (15) calendar days after Qwest notifies Sprint that the cage is available for acceptance. Exceptions that are noted during this acceptance walk through shall be corrected by Qwest within fifteen (15) calendar days after the walk through unless mitigating circumstances beyond Qwest's control delay such completions. The correction of these exceptions from the original collocation request shall be at Qwest's expense.

(D)3.3.10 Sprint is responsible to order its DS0, DS1, DS3, Ocn (fiber) Expanded Interconnection Channel Terminations.

(D)3.3.11 Testing of the completed Collocation network components will be performed after Sprint completes its equipment installation. Qwest will test to the demarcation point of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement.

(D)3.4 Terms and Conditions - Cageless Physical Collocation

(D)3.4.1 Sprint owns and is responsible for the installation, maintenance and repair of Sprint-provided telecommunications bays and equipment located within the space leased from Qwest. Sprint may access its own Collocated equipment.

(D)3.4.2 Requests for multiple bay space will be provided in adjacent bays where possible. When adjacent space is not available, bays may either be commingled with other CLECs' equipment bays or, upon Sprint's request, Qwest will provide Sprint with a price quote to rearrange Qwest equipment to provide Sprint with adjacent bay space. See Section (D)4.1.2.

(D)3.5 Terms and Conditions - ICDF Collocation

(D)3.5.1 The use of the appropriate cross-connect device does not require Sprint to establish Collocation. Sprint may order UNEs without Collocation. Sprint shall have access to, and be able to combine the UNEs at the appropriate cross-connect device under the same terms and conditions as other CLECs ordering UNEs in conjunction with Collocation.

(D)3.5.2 Qwest will provide Sprint with access to the Central Office for the purpose of combining UNEs on the appropriate cross-connect device. This access will be equal to the access Qwest

provides itself for similar purposes. This access will be on the same terms and conditions described for other types of Collocation in this Section.

(D)3.5.3 The appropriate cross-connect device will be the location where all Qwest UNEs and Sprint's equipment and tie cables are terminated. Sprint may combine UNEs on the appropriate cross-connect device to make connections in three basic types of configurations:

(D)3.5.3.1 Qwest UNEs to Qwest UNEs

(D)3.5.3.2 Qwest UNEs to Sprint's equipment

(D)3.5.3.3 Sprint's equipment to another CLEC's equipment

Sprint may also cross-connect via other arrangements for combinations and connections of UNEs per effective state and federal orders.

(D)3.5.4 The appropriate cross-connect device is the demarcation point between Sprint and Qwest owned network facilities and equipment as well as the point of termination between UNEs. The demarcation point can be used as the designated test point for the Parties to test their portion of the circuit.

(D)3.5.5 All Qwest terminations on the appropriate cross-connect device will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will provide the frame address information to Sprint for each Qwest UNE ordered and will maintain assignment records of such Qwest UNEs (loop, switch port, etc.) and terminations (tie cable pair) on the appropriate cross-connect device.

(D)3.5.6 Sprint will maintain assignment records for the terminations of Sprint's equipment on the appropriate cross-connect device. Sprint will maintain the assignment records for those frame addresses involved in connecting Sprint's equipment to Qwest UNEs and Qwest UNEs connected to Qwest UNEs.

(D)3.5.7 Sprint will be required to place the jumper connection between frame addresses to complete Sprint's circuit. Qwest will comply with any other connection arrangements ordered. The Parties may negotiate other arrangements.

(D)3.5.8 To the extent that Sprint's requested use of the appropriate cross-connect device results in Qwest incurring building or frame additions, construction charges may apply.

(D)3.6 Terms and Conditions – Microwave Entrance

(D)3.6.1 Microwave Collocation provides Sprint with the ability to place their antennae on leased spare microwave tower space on an existing Qwest owned tower at a Qwest central office to be used as an entrance facility to a Qwest Wire Center for purposes of Collocation. This type of entrance facility may be used instead of a cable entrance facility. Qwest will not build new structures for Sprint's microwave entrance facility request.

(D)3.6.2 The demarcation or point of interconnection between Sprint's collocated microwave equipment and the entrance wave-guide is at the antenna flange or connector. The wave-guide will be connected to the wave-guide hatch structure and will then run directly through the appropriate Central Office racking to the second connection point located at Sprint's radio equipment.

(D)3.6.3 Qwest installs and maintains the wave-guide via riser in the Wire Center. Sprint does not have access to the wave-guide.

(D)3.6.4 Spare microwave tower space will be assessed in terms of physical loading constraints. Microwave frequency use will be limited by frequency availability to avoid Radio Frequency Interference.

(D)3.6.5 Sprint shall provide Qwest, on the Qwest collocation form, with relevant technical requirements (see Qwest Technical Publications 77355), including, but not limited to the following:

(D)3.6.5.1 Type of antenna mount (pipe, non-penetrating roof mount);

(D)3.6.5.2 Type of equipment to be collocated (vendor, capacity);

(D)3.6.5.3 Line of sight requirements (Azimuth);

(D)3.6.5.4 Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Antenna Center Line (C/L), Antenna Gain, Diversity Antenna type (if used), Diversity Antenna C/L, Diversity Antenna Gain, Equipment Type;

(D)3.6.5.5 Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz);

(D)3.6.5.6 Other relevant information as identified at a site visit or other time.

(D)3.6.6 Sprint will utilize Qwest Technical Publication 77386, Section 2.75, regarding the requirements of contractors working on Qwest towers. This specifically points to Specification

standards for the Installation, Maintenance and Removal of microwave equipment.

(D)4. Rate Elements

(D)4.1 Rate Elements - All Collocation

(D)4.1.1 Qwest will recover Collocation costs through both recurring and non-recurring charges. The charges are determined by the scope of work to be performed based on the information provided by Sprint on the Collocation Order Form. If the feasibility study determines that space is available, a quote is then developed by Qwest for the work to be performed.

(D)4.1.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Sprint for its Collocation request. The QPF is not credited against the total non-recurring charges of the job and recovers the engineering and processing costs of the order.

(D)4.1.3 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance Sprint will deliver a minimum 12-strand fiber cable to the Qwest POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by Qwest. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.

(D)4.1.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Sprint provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

(D)4.1.5 -48 Volt DC Power Charge. Provides -48 volt DC power to Sprint collocated equipment. Charged on a per ampere basis.

(D)4.1.6 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. 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 (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.

(D)4.1.7 AC Power Feed. The AC Power feed is optional and 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 Sprint's space. When the AC Power Feed is selected, it is available as a single or triple phase option and is rated on a per foot and per ampere basis.

(D)4.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when Sprint requires access to the POI manhole 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 Sprint.

(D)4.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by Sprint.

(D)4.1.10 Cross-Connect Terminations

(D)4.1.10.1 If Qwest provides the equipment cable for Sprint, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.
DS1 - In increments of 28 terminations.
DS-3 - In increments of 1 coax pair.
OCn Level Terminations - In increments of 1 fiber pair.

(D)4.1.10.1.1 These elements include Qwest provided equipment cables, terminating blocks, installation labor and associated racking required between Sprint collocated equipment and the appropriate cross-connect device.

(D)4.1.10.2 If Sprint elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination
DS1 Per Termination
DS3 Per Termination
OCn Level Per Termination

(D)4.1.10.2.1 These elements include Qwest provided termination blocks, installation labor and associated racking between Sprint collocated equipment and the appropriate cross-connect device.

(D)4.1.11 Collocation Cable Racking – A charge for cable racking (the placement of the cable in the cable racks) required for placement of Sprint's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. This charge applies only where (D)3.1.10.1 and (D)3.1.10.2 are not applicable. Cable Racking is assessed on a per foot charge based on the number of cable pairs or fibers terminated at the various cross-connect devices.

(D)4.1.12 Collocation Grounding Charge – A charge associated with providing grounding for the Sprint cage enclosure and equipment. Recurring and non-recurring charges are assessed per foot to Sprint's cage enclosure or common space where required.

(D)4.1.13 Heating and Air Conditioning Charge – Environmental temperature control required for proper operation of electronic telecommunications equipment.

(D)4.1.14 Security Charge –- The costs associated with key card readers and video cameras used as part of the Wire Center security will be prorated to Sprint on the same basis that is prorated to Qwest and other CLECs. A flat rate charge will be assessed per employee for each Qwest Wire Center, to which access is required.

(D)4.1.15 CO Synchronization – CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. Sprint must determine synchronization requirements and notify Qwest of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where Qwest Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by Sprint on the

Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Part H of this Agreement.

(D)4.2 Rate Elements – Virtual Collocation

The following rate elements, as specified in Part H of this Agreement, apply uniquely to Virtual Collocation.

(D)4.2.1 Maintenance Labor – Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of Sprint virtually collocated equipment. Sprint is responsible for ordering and delivering maintenance spares. Qwest will notify Sprint immediately of any spares required for emergency repairs and will also cooperate with Sprint on scheduling routine maintenance work. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from Sprint. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

(D)4.2.2 Training Labor – Provides for the billing of a one-time charge for vendor-provided training for Qwest personnel on a metropolitan service area basis, necessary for Sprint virtually collocated equipment which is different from Qwest provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which Sprint 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 Sprint to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area.

(D)4.2.3 Equipment Bay – Provides mounting space for Sprint virtually collocated equipment. Each bay includes the 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.

(D)4.2.4 Engineering Labor – Provides the planning and engineering of Sprint virtually collocated equipment at the time of installation, change or removal.

(D)4.2.5 Installation Labor – Provides for the installation, change or removal of Sprint virtually collocated equipment.

(D)4.3 Rate Elements – Caged Physical Collocation

(D)4.3.1 Space Construction and Site Preparation -- This section addresses the cost of material and labor to construct and

prepare the collocation space. It also includes air conditioning (to support Sprint loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. Sprint may elect to have Qwest construct the cage, or choose from Qwest approved contractors (or request approval of Sprint preferred contractors) to construct the space, including the cage in the case of Caged Collocation, in accordance with Qwest Installation Technical Publications 77351, 77355, 77386, 77390 and 77367 and 77350. Pricing for the Space Construction and Site Preparation is described in Part H.

(D)4.3.2 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 telecommunications 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 Wire Center areas surrounding the leased physical space (which may be charged separately) and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

(D)4.3.3 AC Power Charge - Standard AC outlet used by Sprint for the purpose of powering test equipment, tools etc.

(D)4.3.4 Grounding Charge - Used to connect the Central Office common ground to Sprint's equipment.

(D)4.4 Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the non-recurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have it's own AC outlet.

(D)4.5 Rate Elements - ICDF Collocation

(D)4.5.1 The charges for ICDF single terminations shall apply as described above and are contained in Part H.

(D)4.5.2 Security Charge. The costs associated with key card readers and video cameras used for Sprint access to the Qwest Wire Center for the purpose of accessing the InterConnection Distribution Frame will be prorated to Sprint on the same basis that is prorated to Qwest and other CLECs. A flat rate charge will be assessed per employee for each Qwest Wire Center, to which access is required.

(D)4.6 Rates Elements - Shared Space Cage Physical Collocation

All rates for Caged Physical Collocation shall apply and shall be distributed among the CLECs sharing the caged space.

(D)4.7 Rates Elements – Microwave Entrance

Microwave Entrance rates will be provided to Sprint on an individual case basis. If at such time standard rates are developed and approved for Microwave Collocation, the approved rates shall apply on a going forward basis.

(D)5. Ordering

(D)5.1 Ordering - All Collocation

(D)5.1.1 If the Parties have completed negotiations and the Agreement is pending Commission approval, Qwest will accept a Collocation order form under a "Parallel Process" arrangement, which enables Sprint to begin the collocation process while pending Commission approval. An Interconnection Agreement will be required for Sprint to place Service Orders requesting Interconnection, access to UNEs, and transport services to the Collocation.

(D)5.1.2 Any changes, modifications or additional engineering requested by Sprint, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

(D)5.2 Ordering - Virtual Collocation

(D)5.2.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of Sprint's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study.

Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF.

(D)5.2.2 Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval. In this instance, a QPF will not be charged.

(D)5.2.3 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to Sprint. During this period the Collocation entrance facility and space is reserved pending Sprint's approval of the quoted charges. If Sprint agrees to terms as stated in the Collocation Price Quote, Sprint must respond within 30 calendar days with a signed quote, a down payment check for fifty percent (50%) down of the quoted charges and proof of insurance. Under normal conditions, Qwest will complete the installation within ninety (90) calendar days from receipt of Sprint's equipment provided that space and power is available. Should Qwest experience delays in meeting the ninety (90) calendar day interval, Qwest will notify Sprint as soon as it becomes aware of the delaying factor. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with Sprint on an individual case basis. 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) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

(D)5.3 Ordering – Caged and Cageless Physical Collocation

(D)5.3.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of Sprint's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided and space will be held for the cage during the pendancy of Sprint's acceptance of the quote. Upon receipt of the signed quote, fifty percent (50%) down and proof of insurance, Qwest will make final allocation of the space to Sprint and construction by Qwest will begin. Sprint will have the option to view the allocated space prior to the work beginning. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to Sprint for placement of its equipment within ninety (90) calendar days of receipt of the fifty

percent (50%) down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

(D)5.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI manhole, DC power upgrades and space reclamation required to meet Sprint's Collocation request. Any deviation from the above intervals will be negotiated by the Parties and the Parties shall not unreasonably withhold their agreement to modify the interval.

(D)5.3.3. Sprint has the right to inspect the construction of the cage in progress.

(D)5.3.4 The intervals above apply to a maximum of five (5) collocation orders for state per week. If six (6) or more collocation orders are required by Sprint in a one-week period, intervals shall be individually negotiated.

(D)5.4 Ordering - ICDF Collocation

(D)5.4.1 Upon receipt of a ICDF Collocation Order Form, Qwest will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, Qwest will make ICDFs available within ninety (90) calendar days of verification.

(D)5.4.2 Sprint shall submit an ICDF Collocation Order Form to Qwest. The ICDF Collocation Order Form shall include a Sprint-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the InterConnection Distribution Frame by Qwest on behalf of Sprint. 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 Central Office. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

100 DSO terminations
28 DS1 terminations

1 DS3 termination
1 OCn termination

(D)5.4.3 Each UNE is ordered separately using the existing ordering forms and intervals for the specific UNE requested. Interval guidelines are addressed in the product specific section of the Interconnect & Resale Resource Guide. The ordering forms are identified in the Interconnect & Resale Resource Guide.

(D)5.5 Ordering – Microwave Entrance

The Parties agree to establish a mutually agreed upon project plan which includes, but is not limited to, due dates. Microwave Entrance is not subject to the timelines outlined for fiber entrance facilities.

(D)6. Billing

(D)6.1 Billing - All Collocation

(D)6.1.1 Upon completion of the Collocation construction activities and payment of the remaining non-recurring balance, Qwest will provide Sprint a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Sprint and Qwest, Sprint may begin submitting service order requests for Qwest transport services and/or UNEs. Qwest will begin billing the monthly recurring charges stated in the quote and completion package.

(D)6.1.2 In the event Qwest has completed all associated construction activities and Sprint has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), Qwest will begin billing for all monthly Collocation charges. When Sprint is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)6.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between Sprint and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under the currently available labor rates listed in Part H of this Agreement.

(D)6.3 Billing - Caged and Cageless Physical Collocation

Upon completion of Qwest construction activities and Sprint payment of the remainder of the non-recurring charges, Qwest will allow Sprint access to the Collocation space. Qwest will activate monthly billing for the leased

space and turn over access to the space with all security and access privileges. Sprint will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. Sprint may then proceed with the installation of its equipment in the Collocation space. Once Sprint's equipment has been installed and cable is provided for the Sprint's equipment terminations, Qwest will complete all remaining work activities.

(D)6.4 Billing - Microwave Entrance

Upon completion of Qwest construction activities and Sprint payment of the remainder of the non-recurring charges, Qwest will allow Sprint access to the microwave space. Qwest will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Sprint will sign off on the completion of the physical space via the Collocation completion package. Sprint may then proceed with the installation of its microwave equipment.

(D)7. Maintenance and Repair

(D)7.1 Virtual Collocation

(D)7.1.1 The normal business hours for labor associated with Maintenance, Engineering and Installation are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

(D)7.1.2 Installation and maintenance of Sprint's virtually collocated equipment will be performed by Qwest or a Qwest authorized contractor.

(D)7.1.3 Upon failure of Sprint's virtually collocated equipment, Sprint is responsible for transportation and delivery of maintenance spares to Qwest at the Wire Center housing the failed equipment. Sprint is responsible for purchasing and maintaining a supply of spares. Disposable incidental materials will be provided by Qwest and is included in the maintenance costs.

(D)7.2 Caged Physical Collocation

Sprint is solely responsible for the maintenance and repair of its equipment located within Sprint's caged space. If two or more CLECs agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. Qwest assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)7.3 Cageless Physical Collocation

Sprint is solely responsible for the maintenance and repair of its equipment located within Sprint's cageless physical space.

(D)7.4 ICDF Collocation

Sprint is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, Sprint is required to provide its own tools for such operations.

(D)7.5 Microwave Entrance

Sprint is responsible for maintenance of its microwave equipment. Sprint shall take all precautions to protect Qwest's and other carrier's equipment which may be installed on the microwave tower, or otherwise located in close proximity to the Sprint equipment. Installation, maintenance and removal of Sprint's microwave equipment shall follow all applicable industry and government safety requirements. Qwest shall maintain the wave-guide used by Sprint to the same standards Qwest maintains its own wave-guide.

PART E - UNBUNDLED NETWORK ELEMENTS (UNEs)

(E)1. General Terms

(E)1.1 The Parties will implement the requirements of the Third Report and Order, CC Docket No. 96-98, Released November 5, 1999 (UNE Remand) in accordance with the effective dates set forth therein and all subsequent FCC, Commission or court orders.

(E)1.2 The Parties have agreed to the terms and conditions for access to UNEs based in large part on the existing law, rules, regulations, and interpretations thereof regarding Qwest's unbundling obligations in effect as of the date of this Agreement (the "Existing Unbundling Rules").

(E)1.3 To the extent that the Existing Unbundling Rules are changed, vacated, dismissed, stayed, or modified, this Agreement shall be amended to incorporate such changes in accordance with Section (A)1.2 of this Agreement. Qwest shall have no obligation under this Agreement as amended to provide access to any network element which Qwest has no obligation to unbundle under an effective FCC or Commission rule identifying specific unbundling requirements.

(E)1.4 To the extent that Qwest provides Sprint access to any network element in any manner and Sprint accepts such access, either Party does so without prejudice to any position either Party takes in any forum, including but not limited to Qwest's position that the network element does not satisfy the "necessary" and "impair" access standard of 47 U.S.C. 251(d)(2) or Sprint's position that said requirement is satisfied.

(E)1.5 Sprint shall not use unbundled network elements or ancillary services as substitutes for special or switched access services, except to the extent Sprint provides such services to its end users in association with local exchange services.

(E)1.6 Qwest will not separate combined UNEs unless requested by Sprint. Where the UNEs are combined, those elements will remain functional without any unnecessary interruption in service.

(E)1.7 In addition to obtaining UNEs, Sprint may also purchase finished services from the Qwest Tariffs. Qwest will provide the finished services to Sprint at Sprint's Collocation space. Sprint may connect finished services to UNEs or any other element if the combination occurs in Sprint's Physical Collocation space. The combination of finished services and UNEs may not take place on the ICDF.

(E)1.8 Sprint may connect UNEs in any technically compatible manner. Qwest will provide Sprint with the same features, functions and capabilities of a particular element that Qwest provides to itself, so that Sprint can provide any Telecommunications Services that can be offered by means of the element. Qwest will provide unbundled elements to Sprint at the same

quality with what Qwest provides itself, its affiliates to the extent required by law, or similarly situated third party telecommunications carriers. Sprint may request additional features, functions and capabilities through the BFR process as explained in Part G of this Agreement.

(E)1.9 Qwest provides UNEs on an individual basis. Sprint is responsible for the end-to-end transmission and circuit functionality.

(E)1.10 Installation intervals for UNEs are provided in Qwest's Interconnect & Resale Resource Guide.

(E)1.11 Maintenance and Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide which is located on the Qwest Web site.

(E)1.12 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.

(E)1.13 Interconnection Tie Pairs (ITP) are required for each unbundled network element, ancillary service or interconnection service delivered to Sprint. The ITP provides the connection between the unbundled network element or interconnection service and demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring charge for the ITP. The ITP may be ordered per termination.

(E)1.14 Part H of this Agreement contains the rates for Unbundled Network Elements.

(E)1.15 LSR's and/or ASR's are generally used to order UNEs. UNEs may be ordered on an individual basis. To the extent Qwest is required by law to provide combinations on a combined basis, Qwest will accept orders for UNE-P conversion for the entire service, combining the relevant elements on a single order.

(E)1.15.1 Qwest agrees to provide the following UNEs pursuant to the FCC's orders in CC Docket No. 96-98 which are addressed in more detail below.

(E)1.15.1.1 Local Loop

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the loop demarcation point at an end user customer premises, including inside wire owned by Qwest. The local loop network element includes all features, functions and capabilities of such

transmission facilities. Those features, functions and capabilities include the following:

- Two-wire analog voice grade
- Four-wire analog voice grade
- Two-wire loops to transmit digital signals
- Four-wire loops to transmit digital signals
- Attached electronics (except those electronics used for the provision of advanced services, e.g., Digital Subscriber Line Multiplexers)
- Line Conditioning
- High Capacity Loops, including DS1, DS3 and fiber

(E)1.15.1.2 Line Sharing

Line Sharing provides Sprint with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element ("HUNE"). A POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the end user by Qwest.

(E)1.15.1.3 Subloops

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at terminals in Qwest's outside plant, including inside wire (owned by Qwest). An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device (NID), the minimum point of entry, the single point of interconnection (at multi-unit premises), the main distribution frame, the remote terminal, and the feeder distribution interface (FDI).

(E)1.15.1.4 Line (Loop) Conditioning

Line conditioning is defined as removal from the loop of any devices that may diminish the capability of the loops to deliver high speed switched wireline telecommunications capabilities, including xDSL service. Such devices include, but are not limited to, bridged taps, low pass filters, and range extenders.

(E)1.15.1.5 Network Interface Device (NID)

The network interface device is defined as any means of interconnection of end user customer premises wiring to Qwest distribution plant, such as a cross-connect device used for that purpose.

(E)1.15.1.6 Switching Capability

(E)1.15.1.6.1 Local Switching Capability (including Local Tandem Capability). The Local Switching Capability UNE is defined as line side facilities, trunk side facilities, and all features, functions and capabilities of the switch.

(E)1.15.1.6.2 Local Tandem Switching Capability. The tandem switching capability UNE is defined as trunk-connect facility, the basic switch trunk function of connecting trunks to trunks, and the functions that are centralized in tandem switches.

(E)1.15.1.6.3 Packet Switching Capability. The Packet Switching Capability UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

(E)1.15.1.7 Interoffice Transmission Facilities

Interoffice Transmission Facilities UNE includes Dedicated Transport, Dark Fiber Transport, and Shared Transport.

(E)1.15.1.8 Signaling Networks and Call-Related Databases

This UNE shall include signaling networks, call-related databases, and service management systems.

(E)1.15.1.9 Operator Services and Directory Assistance

Operator Services are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance is a service that allows subscribers to retrieve telephone numbers of other subscribers.

(E)1.15.1.10 Operations Support System (OSS)

Operations Support System consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Qwest's database and information.

(E)1.16 Combination of Unbundled Network Elements

Sprint and Qwest have a fundamental disagreement as to the definition of combinations. As used in this Section (E), Qwest defines combinations, including but not limited to the UNE Platform, as those elements which are already preexisting combinations in the network. As used in this Section (E), Sprint believes that Qwest has an obligation to combine UNEs, including but not limited to the UNE Platform. Wherever the elements are either currently combined or normally combined, meaning existing or new elements, Sprint believes Qwest has an obligation to provide those elements in combination. The Parties acknowledge that the term "currently combined" in Rule 51.315(b) is still pending Eighth Circuit Court of Appeals interpretation. The outcome of this dispute may require further negotiation of additional rates, terms and conditions to account for new combinations.

(E)1.16.1 General Terms

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 9, lines 14-20:

Qwest has an obligation to combine UNEs, including but not limited to the UNE Platform wherever the elements are, either currently combined or normally combined, meaning existing or new elements. This obligation extends to combinations of elements normally combined in the Qwest network under normal business practices and ordinary operation of its network.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 20 c and d:

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.9:

Qwest will not restrict the types of telecommunications services Sprint may offer through unbundled elements, nor will it restrict Sprint from combining elements with any technically compatible equipment the Sprint owns or may arrange for. Qwest will provide Sprint with all of the functionalities of a particular element, so that Sprint can provide any telecommunications services that can be offered by means of the element. Qwest agrees to perform and Sprint agrees to pay for

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000, Docket No. UT-003006 at paras. 60-62:

Qwest will not restrict the types of telecommunications services Sprint may offer through unbundled elements, nor will it restrict Sprint from combining elements with any technically compatible equipment the Sprint owns or may arrange for. Qwest will provide Sprint with all of the functionalities of a particular element, so that Sprint can provide any telecommunications services that can be offered by means of the element. Qwest agrees to perform and Sprint agrees to pay for the functions necessary to combine requested elements in any technically feasible manner either with other elements from Qwest's network, or with elements possessed or arranged for by Sprint. This includes any existing or new elements ordinarily combined in the Qwest network without the imposition of different standards than Qwest imposes upon itself. However, Qwest need not combine network elements in any manner requested if not technically feasible, but must combine

The following language applies for the states of Oregon, Nebraska, Iowa, Utah, New Mexico, Montana, Idaho, Wyoming, North Dakota, and South Dakota:

Qwest has an obligation to combine UNEs, including but not limited to the UNE Platform wherever the elements are, either currently combined or normally combined, meaning existing or new elements. This obligation extends to combinations of elements normally combined in the Qwest network under normal business practices and ordinary operation of its network.

(E)1.16.2 To the extent required by law, Qwest shall not separate requested network elements that are combined.

(E)1.16.3

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 11, lines 6-12:

Qwest shall provide Sprint those bundled elements it normally combines in the Qwest network under normal conditions and ordinary operation of its network. When Qwest begins to bundle its elements differently in the future or the state of the law changes, then it shall make those bundled elements available to Sprint as well.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 20 c and d:

Qwest shall provide Sprint those bundled elements it normally combines in the Qwest network under normal conditions and ordinary operation of its network. When Qwest begins to bundle its elements differently in the future or the state of the law changes, then it shall make those bundled elements available to Sprint as well.

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.9:

Qwest shall provide Sprint those bundled elements it normally combines in the Qwest network under normal conditions and ordinary operation of its network. When Qwest begins to bundle its elements differently in the future or the state of the law changes, then it shall make those bundled elements available to Sprint as well.

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000, Docket No. UT-003006 at para. 61:

See (E)1.16 above.

The following language applies for the states of Oregon, Nebraska, Iowa, Utah, New Mexico, Montana, Idaho, Wyoming, North Dakota, and South Dakota.

Qwest shall provide Sprint those bundled elements it normally combines in the Qwest network under normal conditions and ordinary operation of its network. When Qwest begins to bundle its elements differently in the future or the state of the law changes, then it shall make those bundled elements available to Sprint as well.

(E)1.16.4

For the States of Arizona, Colorado, Minnesota and Washington, Section (E)1.16.4 is deleted.

For the States of Oregon, Nebraska, Iowa, Utah, New Mexico, Montana, Idaho, Wyoming, North Dakota, and South Dakota, Section (E)1.16.4 is deleted.

(E)1.16.5 Combinations (including those that replicate Qwest end-user services) should be priced at a level no greater than the sum total of the individual unbundled network element prices.

(E)1.16.5.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in this Agreement.

(E)1.16.5.2

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 12.

Qwest may recover its reasonable and prudent costs for providing pre-existing combined elements in the aggregate. Qwest is not entitled to a separate charge for each individual element combined, but is entitled to its reasonable and prudent costs for providing the pre-existing combined elements. Qwest may also charge the reasonable and prudent activity-based charges for the combination of new UNE combinations.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 21.

Qwest shall charge nonrecurring charges as indicated in Part H of this Agreement for each element of a bundled arrangement.

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.9-10:

Qwest may recover its reasonable and prudent costs for providing pre-existing combined elements in the aggregate. Qwest is not entitled to a separate charge for each individual element combined, but is entitled to its reasonable and prudent costs for providing the pre-existing combined elements. Qwest may also charge the reasonable and prudent activity-based charges for the combination of new UNE combinations.

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000, Docket No. UT-003006 at para. 66-68:

When combining network elements for Sprint, Qwest shall charge Sprint the just and reasonable costs of

The following language applies for the states of Oregon, Nebraska, Iowa, Utah, New Mexico, Montana, Idaho, Wyoming, North Dakota, and South Dakota:

Qwest may recover its reasonable and prudent costs for providing pre-existing combined elements in the aggregate. Qwest is not entitled to a separate charge for each individual element combined, but is entitled to its reasonable and prudent costs for providing the pre-existing combined elements. Qwest may also charge the reasonable and prudent activity-based charges for the combination of new UNE combinations.

(E)1.16.6 Qwest shall support the ordering and provisioning of these combinations as an unbundled network element - platform (UNE-P). Ordering, provisioning, and maintenance processes will be consistent with established industry standards. In the event that industry standards have not been finalized prior to Sprint's request for these services, the parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Sprint may order Elements either individually or in any combination pursuant to Commission rules and regulations. Depending on the particular elements ordered by Sprint which form a combination, those elements may generally be placed on the same order by Sprint. Designed services may not be placed on the same order as simple services such as traditional elements used for a 1FB. Sprint will provide Qwest with a list of combinations it desires to use.

(E)1.16.7 When new UNEs are identified or developed by Qwest, Qwest shall make those new elements available to Sprint pursuant to FCC rules as effective.

(E)1.16.8 UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, Sprint can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

(E)1.16.9 Terms and Conditions

(E)1.16.9.1 Qwest will begin making Private Line Local Exchange UNE Combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 9.23.5.

(E)1.16.9.2 Sprint cannot utilize pre-existing combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the pre-existing combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless Sprint establishes to Qwest that it is using the pre-existing combination of network elements to provide a significant amount of local exchange traffic to a particular end-user.

(E)1.16.9.3 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes shared use billing, commonly referred to as ratcheting.

(E)1.16.9.4 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

(E)1.16.9.4.1 Sprint is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at Sprint's collocation arrangements.

(E)1.16.9.4.2 Sprint provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percentage of total end user lines; and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic

individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at the Sprint's collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).

(E)1.16.9.4.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.

(E)1.16.9.4.4 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If Sprint can establish to Qwest through documentary and, if available, other evidence that the

pre-existing combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will convert the Special Access circuit to a UNE Combination. If after Sprint presents its evidence to Qwest, Sprint and Qwest disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, Sprint can then go to the Commission at which time Sprint has the burden to establish to the Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If Sprint meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

(E)1.16.9.4.5 Qwest has the right to verify Sprint's actual usage on a representative sample of Sprint's private line circuits to determine the percentage of local exchange usage. If Qwest can establish to Sprint through documentary and, if available, other evidence that such a pre-existing combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to Sprint as a UNE Combination. If after Qwest presents its evidence to Sprint, Qwest and Sprint disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", Qwest can then go to the Commission at which time Qwest has the burden to establish to the Commission by a preponderance of the evidence that the pre-existing combination does not meet the requisite requirements is carrying less than a "Significant Amount of Local Exchange Traffic". If Qwest

meets its burden, the pre-existing combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

(E)1.16.9.4.6 In order to confirm reasonable compliance with these requirements, Qwest may perform periodic audits of Sprint's records according to the following guidelines:

a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) Sprint shall make reasonable efforts to cooperate with any audit by Qwest and shall collect, compile, maintain and, in connection with an audit, provide Qwest with relevant records (for example, call detail records) for all traffic that has been transmitted over all loop/transport combinations subject to the audit. Sprint must maintain auditable records for at least twelve (12) months, or, in the event of an audit or dispute, until such audit or dispute is resolved, whichever is longer.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that Sprint's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then Sprint shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest may not exercise its audit rights with respect to a particular Sprint (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.

f) Audits conducted by Qwest for the purpose of determining compliance with certification criteria are "over and above" any audit rights that Qwest may have pursuant to an interconnection agreement between Sprint and Qwest.

(E)1.16.10 Sprint may request access to and, where appropriate, development of, additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in Sprint's Agreement. In its BFR request, Sprint must identify the specific preexisting combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or Sprint's Agreement.

(E)1.16.11 The following terms and conditions are available for all types of UNE-P:

(E)1.16.11.1 UNE-P will include access to long distance (InterLATA and IntraLATA) and 911 emergency services and, if desired, by Sprint, Operator Services and Directory Assistance.

(E)1.16.11.2 If Qwest provides and Sprint accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. Sprint is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of Sprint and where technically feasible, Qwest will rebrand operator services and directory assistance in Sprint's name, in accordance with terms and conditions set forth in Sprint's Agreement.

(E)1.16.11.3 Sprint may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. Sprint shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to

(E)1.16.11.4 Qwest shall provide to Sprint, for Sprint's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"), as set forth in this Agreement. Qwest shall not be responsible for any failure of Sprint to provide accurate end-user information for listings in any databases in which Qwest is required to retain and/or maintain end-user information. Qwest shall provide Sprint's end user information to the ALI/DMS ("Automatic Location Identification/ Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end users, Sprint's end user service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by Sprint.

(E)1.16.11.5 Sprint shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA and IntraLATA services. Sprint shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for Sprint's improper PIC change requests.

(E)1.16.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by Sprint.

(E)1.16.11.7 Sprint agrees to work in good faith with Qwest, on all issues, including, if necessary, extending standard provisioning intervals, if Sprint orders and/or projects orders for more than 1000 UNE-P lines per state in any one month.

(E)1.16.12 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the preexisting combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained

within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the preexisting combination of elements is available for conversion into a UNE Combination.

(E)1.16.13 If Sprint requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in this Agreement.

(E)1.16.14 Sprint shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to Sprint's Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November Sprint shall provide a forecast for the following calendar year. Each forecast shall provide: (a) Proposed volumes by month for each type of UNE Combination (by city and/or state); (b) Sprint's anticipated number of UNE Combination service orders; and (c) the name and identifying information of Sprint's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

(E)1.16.15 When end users switch from Qwest to Sprint, or to Sprint from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.

(E)1.16.16 In the event Qwest terminates the provisioning of any UNE Combination service to Sprint for any reason, including Sprint's non-payment of charges, Sprint shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to Sprint's end users. Qwest shall only be required to notify Sprint of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

(E)1.16.17 Sprint, or Sprint's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Sprint's end users contacting Qwest will be instructed to contact Sprint, except as set forth in this Agreement.

(E)1.16.18 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, Sprint will not request UNE-P where the following conditions exist: The customer to be served with the UNE Combination is a customer with four access

lines or more and the lines are located in density zone 1 in specified MSAs as defined in the UNE-P and UNE Combination Resource Guide concerning Unbundled Local Switching.

(E)1.17 Rates and Charges

(E)1.17.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Agreement for both recurring and non-recurring application.

(E)1.17.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in this Agreement.

(E)1.17.1.2 Non-recurring charges for unbundled network elements that comprise a UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in Part H of this Agreement.

(E)1.17.2 Sprint shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by Qwest end users.

(E)1.17.3 Sprint shall pay Qwest the PIC change charge associated with Sprint end user changes of InterLATA or IntraLATA carriers. Any change in Sprint's end users' InterLATA or IntraLATA carrier must be requested by Sprint on behalf of its end user.

(E)1.17.4 If a customer is served by Sprint through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.

(E)1.17.5 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill Sprint for Commission-ordered rates or charges associated with UNE Combinations.

(E)1.18 Ordering Process

(E)1.18.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in Sprint's

Agreement and in the UNE-P and UNE Combination section of the Interconnect and Resale Resource Guide.

(E)1.18.2 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination section of the Interconnect and Resale Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, Sprint and Qwest will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. Sprint and Qwest can separately agree to due dates other than the standard interval.

(E)1.18.3 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

(E)1.18.4 Sprint shall provide Qwest with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.

(E)1.18.5 When Qwest's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to Sprint for that portion of the service provided to Sprint should Sprint's end user, a new service provider, or Sprint request service be discontinued to the end user. Qwest will notify Sprint by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. Qwest will not provide Sprint with the name of the other service provider selected by the end user.

(E)1.18.6 For UNE Combinations, Sprint shall provide Qwest and Qwest shall provide Sprint with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

(E)1.19 Billing

Qwest shall provide Sprint, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon

standard electronic billing format as detailed in Sprint's Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for Sprint review.

(E)1.20 Maintenance and Repair

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

(E)2. Unbundled Dedicated Interoffice Transport

(E)2.1 Description

(E)2.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides Sprint with a network element of a single transmission path between Qwest Wire Centers in the same LATA and state. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each Qwest Wire Center. Sprint must have a presence in the Qwest Serving Wire Center and have requested termination capacity through the Collocation process. UDIT is available in DS0, DS1, DS3, OC-3, and OC-12, where facilities are available. UDIT is distance sensitive and is for the sole use of Sprint. Sprint can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self-healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).

(E)2.1.2 Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides Sprint with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF Frame and 28 DS1s terminated at the DS1 ICDF Frame. A 1/0 Multiplexer provides Sprint with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF Frame and 24 DS0s terminated at the intermediate distribution frame.

(E)2.1.3 Extended UDIT (E-UDIT) provides Sprint with an Unbundled Network Element that is a band-width specific transmission path between a Qwest Wire Center and the Wire Center of Sprint or an Interexchange Carrier IXC POP within the same Qwest Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where Qwest facilities exist sufficient to carry the desired bandwidth and must be joint-engineered with Qwest. E-UDIT is a dedicated service for the sole use of the Sprint. The E-UDIT may

be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local Qwest Serving Wire Center. This termination will be at the appropriate cross-connect frame. Sprint must have a presence in the Qwest Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self-healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

(E)2.1.4 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides Sprint with a network element of a single transmission path between a Qwest Wire Center and a mutually agreed meet point with another ILEC not in Qwest territory. Sprint must have a presence in the Qwest office and have requested termination capacity through the Collocation process. Sprint orders the UDIT from a local Qwest Wire Center to another ILEC office not in Qwest territory. Qwest provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the Qwest Wire Center. It is Sprint's responsibility to design from the DSX to the ICDF (as defined in Section (D)1.1.5) and on to whatever connection is planned in the Wire Center. Sprint can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.

(E)2.2 Terms and Conditions

(E)2.2.1 Sprint is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.

(E)2.2.2 For the 3/1 Multiplexer, Sprint must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by Sprint, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.

(E)2.2.3 For DS-1 E-UDIT, Qwest may provide facilities to the other carrier's Wire Center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by Sprint. For E-UDIT above DS-1, Qwest provides an Optical Interface at the location requested by Sprint. This Interface will be on a Fiber Distribution Panel (FDP) provided by Qwest and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

(E)2.2.4 Another E-UDIT option is that Qwest meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. Qwest and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g.,DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to Sprint by Qwest and/or the other carrier will be that ordered by Sprint. Qwest will designate which channel on the facility will carry the E-UDIT.

(E)2.2.5 E-UDIT is intended to be transport between the appropriate Qwest Serving Wire Center and another carrier's Wire Center, distinct from an end user and within Qwest territory. E-UDIT cannot traverse a Qwest Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) its location has V&H coordinates, 2) the Wire Center contains a device that switches traffic, or a node leading to such a switch, 3) the switch is registered with a CLLI code listed in the LERG.

(E)2.2.6 Sprint is responsible for design between any DSX and the ICDF (and on to whatever connection is planned) at the Qwest Wire Center and for design beyond the DSX or equivalent at Sprint or IXC Wire Center. Qwest will cooperate with the other carrier to test the E-UDIT circuit, but Qwest is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.

(E)2.2.7 Sprint places its own equipment and joint engineering applies to all E-UDIT.

(E)2.2.8 If facilities do not exist at the time of order, Sprint may request an inquiry through an Automatic Quote and Contract Billing (AQCB) (Special Assembly) process by the Account Team. AQCB is required for a meet point. The request for construction will be reviewed by the Qwest funding committee to determine the assignment of costs. Sprint shall pay Qwest for all non-reusable construction costs.

(E)2.2.9 Meet Point billing is implemented when the UDIT goes from a Qwest Wire Center to another ILEC not in Qwest territory. The arrangement may require new contract negotiations with the ILEC involved. A billing percentage will be applied according to mileage.

(E)2.2.10 Qwest and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for Qwest to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

(E)2.3 Rate Elements

(E)2.3.1 DS1 UDIT

(E)2.3.1.1 DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS1 Transport.

(E)2.3.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.1.3 DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

(E)2.3.2 DS3 UDIT

(E)2.3.2.1 DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS3 transport.

(E)2.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.2.3 DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

(E)2.3.3 DS0 UDIT

(E)2.3.3.1 DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an intermediate distribution frame and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 transport.

(E)2.3.3.2 DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.3.3 DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

(E)2.3.3.4 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

(E)2.3.4 OC-3 UDIT

(E)2.3.4.1 OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with an OC-3 Transport.

(E)2.3.4.2 OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.4.3 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

(E)2.3.5 OC-12 UDIT

(E)2.3.5.1 OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a OC-12 transport.

(E)2.3.5.2 OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.5.3 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

(E)2.3.6 3/1 Multiplexing

(E)2.3.6.1 Recurring Multiplexing

The DS3 Central Office multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

(E)2.3.6.2 Non-Recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

(E)2.3.7 1/0 Multiplexing

(E)2.3.7.1 Recurring Multiplexing

The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

(E)2.3.7.2 Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

(E)2.3.7.3 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

(E)2.3.8 DS-1 E-UDIT

(E)2.3.8.1 DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a Qwest Central Office Serving Wire Center and Sprint serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.8.2 DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires coordinated testing.

(E)2.3.9 DS-3 E-UDIT

(E)2.3.9.1 DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a Qwest Central Office Serving Wire Center and Sprint Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.9.2 DS-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-3. DS-3 E-UDIT requires coordinated/cooperative testing.

(E)2.3.10 OC-3 E-UDIT

(E)2.3.10.1 OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a Qwest Central Office

Serving Wire Center and Sprint Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.10.2 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires coordinated/cooperative testing.

(E)2.3.11 OC-12 E-UDIT

(E)2.3.11.1 OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a Qwest Central Office Serving Wire Center and Sprint Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.11.2 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires coordinated/cooperative testing.

(E)2.3.12 Meet Point UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

(E)2.3.12.1 Transport Termination (Qwest end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements at the Qwest Wire Center. Each level (DS-1, DS-3, etc.) is separately priced.

(E)2.3.12.2 Transport Facilities (Per Mile)

A network element providing the requested transmission path between a Qwest Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

(E)2.3.12.3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the UDIT. Meet Point UDIT requires coordinated/cooperative testing.

(E)2.3.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one EICT is applied for Meet Point UDIT.

(E)2.4 Ordering Process

(E)2.4.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.

(E)2.4.2 UDIT is ordered with basic installation. Qwest will notify Sprint when the work activity is complete. Test results performed by Qwest are not provided to Sprint. E-UDIT requires coordinated/ cooperative installation and test results will be provided.

(E)2.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side ICDF frames and all multiplexing cards. Sprint must order settings for all cards at the time of the multiplexing request.

(E)2.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by Sprint at the time of the DS0 order.

(E)2.5 Maintenance and Repair

The Parties will use end-to-end automated testing capabilities where available to isolate trouble. If the trouble cannot be isolated using an automated testing procedure, the Parties will test the facilities on their side of the demarcation point to identify the trouble location. When there is no test point at the demarcation point, the Parties will perform trouble isolation to identify where trouble points exist. Where necessary, the Parties will perform cooperative testing to isolate the trouble. Sprint cross- connections will be repaired by Sprint and Qwest cross-connections will be repaired by Qwest.

(E)2.6 Shared Interoffice Transport

This Agreement contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the customer to be served has four access lines or more and the lines are located in Density Zone 1 in MSAs specified in Section 9.8.2.5.1. In the latter circumstances, market rates apply. Qwest shall provide Shared Interoffice Transport in a non-discriminatory manner according to the

following terms and conditions.

(E)2.6.1 Description

Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches, and between tandem switches.

(E)2.6.2 Terms and Conditions

(E)2.6.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Agreement. The existing routing tables resident in the switch will direct both Qwest and Sprint traffic over Qwest's interoffice message trunk network.

(E)2.6.2.2 Sprint may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

(E)2.6.3 Rate Elements

Shared Transport will be billed on a minute-of-use basis in accordance with the rate described in this Agreement.

(E)2.6.4 Ordering Process

Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by Sprint. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

(E)2.6.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest.

(E)3. Unbundled Loops

(E)3.1 Description

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the loop demarcation point at an end user customer premises, including inside wire

owned by Qwest. The local loop network element includes all features, functions and capabilities of such transmission facilities.

(E)3.1.1 Analog Voice Grade

Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. Sprint will determine the signaling option on a two-wire loop (LPS or GST).

(E)3.1.2 ISDN

ISDN digital grade loops will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 and conforms to Power Spectral Density Mask. Sprint also desires ISDN PRI capable loop on a BFR basis. – (details to be determined).

(E)3.1.3 High Capacity

A four-wire DS-1-compatible loop (Digital Grade Loop) is a transmission path that supports the transmission of digital signals up to a maximum binary information rate of 1.544 Mbps and terminates in a four-wire electrical interface at the End user premises and a Sprint Collocation node at a Qwest central office. A DS-1 Digital Grade Loop is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

(E)3.2 Loop Specifications

(E)3.2.1 All of the services described in the above section, including DSL capable loops, may be ordered using mutually agreeable NC/NCI codes. Within six months of approval of the state Interconnection Agreement, Qwest agrees to use industry NC codes of LX-N, LXR-, and LXC- as a short hand notation as to the type of conditioning that Sprint requires. Qwest's agreement to use NC codes does not impose a requirement upon Qwest to include NC codes for each loop in its Loop Qualification Tool database, or to use NC codes in other Qwest systems.

(E)3.2.2 Sprint will identify its transmission equipment by providing the appropriate industry standard NCI code where such codes are available, and where Qwest offers the corresponding DSL capable

loop. In the event Sprint desires to deploy a new technology where an industry standard NC/NCI combination does not yet exist, the Parties will work to develop such combination.

(E)3.2.3 The Parties agree to work in a cooperative manner to develop processes to implement the use of NC/NCI codes that allow Sprint to place and Qwest to process loop orders in an efficient manner. This Agreement shall not be construed to require either Party to modify, change, abandon, or modify their respective internal systems, processes, or mode of business operation except as expressly provided for within this Agreement.

(E)3.2.4 The parties agree to meet to discuss and resolve loop specification concerns as often as needed or requested by the other party. The parties agree to make all reasonable efforts to solve conflicts in a manner that minimizes the cost to each party, and that allows each party to operate in a manner that is efficient.

(E)3.2.5 If the parties cannot resolve a conflict they shall use the Dispute Resolution Process provided for in the Interconnection Agreement.

(E)3.2.6 Nothing in these guidelines shall prohibit either party from taking differing positions in state or federal dockets, or from initiating cost dockets for this issue.

(E)3.2.7 LXC-, LXR-, LX-N are Telcordia approved NC codes supported by the OBF. NC code specifications are contained in Telcordia Documents and in Qwest Technical Publications (e.g.,SR-2275, Issue 3 dated 12/97 entitled, "Notes on the Network", in Section 7 – Transmission and in Qwest technical publication 77384).

(E)3.3 Terms and Conditions

(E)3.3.1 General

Qwest agrees to make available to Sprint all technical parameters that Qwest has available to itself for the loops in the Qwest network.

(E)3.3.2 Qwest acknowledges that it is required to update the information about loops that it makes available to Sprint within a reasonable time after receiving updated information.

(E)3.3.3 Sprint acknowledges that the information about Qwest loops have not necessarily been verified, and that such information is provided as an aid to Sprint in an "as is" condition and the accuracy of the loop parameters are not warranted.

(E)3.3.4 Sprint acknowledges that loops are in an "as is" condition subject to standard conditioning that can be reasonably performed.

Qwest is not contractually obligated under the terms of this contract to provide Sprint with a loop that meets the NC code Sprint has specified when to do so would require Qwest to do more than normal conditioning of the requested loop.

(E)3.3.5 Sprint recognizes that a request for conditioning requires a "loop design" process and that Qwest will have to do a records search to identify where loading and bridged taps are located on the loop before dispatching a technician to perform the field work.

(E)3.3.6 Upon removal of the known loading and bridged taps, Qwest will test the loop, to the same extent Qwest tests loops when provisioning similar services for its own customers, to determine if the loop meets the guidelines associated with the NC code conveyed to Qwest from Sprint.

(E)3.3.7 If Qwest identifies additional loads or bridged taps at the time it tests the loop, the removal of the loads or bridged taps will be performed by the Qwest technician if Sprint has provided prior approval. If Sprint has not provided prior approval to do additional work then Qwest will report to Sprint its findings.

(E)3.3.8 The additional work identified by Qwest will be scheduled if Sprint agrees to pay the applicable charges, if any.

(E)3.3.9 Qwest shall be permitted to charge Sprint for the conditioning work performed to the extent agreed upon by the parties, and in the absence of an agreement, to the extent permitted by applicable state laws or agency rules.

(E)3.3.10 If a loop cannot be reasonably conditioned (e.g., removing bridged taps and loads) to meet the NC code specifications as requested by Sprint, Sprint will either accept the loop in the then existing condition, or will cancel its order for the loop. Sprint will be responsible for any applicable conditioning charges Qwest has incurred up to the time the order is cancelled.

(E)3.3.11 If Qwest cannot provide Sprint with a loop sufficient to support the service desired by Sprint's customer, then Sprint will notify their customer that, for technical reasons, it cannot provide that customer with the requested service; Sprint will not disparage Qwest or imply to the customer that Qwest is at fault for Sprint's inability to provide the requested service.

(E)3.3.12 When Sprint purchases a local loop from Qwest it shall have an exclusive right to the use of that loop.

(E)3.3.13 The loop may include its attached electronics, including multiplexing equipment used to derive the loop transmission capacity except for electronics used to provide advanced services.

(E)3.3.14 Qwest will modify the loops it provides Sprint on the same basis it modifies the loop to provide equivalent services to its own customers, at Sprint's cost. Sprint may request additional modifications to meet its unique service offerings and Qwest will not unreasonably withhold performing such modifications, at Sprint's cost. If Qwest cannot provide Sprint with the loop as ordered, Qwest will advise Sprint of available alternatives.

(E)3.3.15 The actual loop facilities may utilize various technologies or combinations of technologies. When Sprint requests an unbundled loop currently provided by Qwest's Integrated Digital Loop Carrier (IDLC) or other similar technologies, Qwest will move the requested unbundled loop to a spare cable pair, universal digital loop carrier, or other transmission equipment for the purpose of unbundling the loop. If, however, no spare unbundled loop is available, Qwest will, within the standard FOC interval, or as soon as Qwest is aware there is no facility, notify Sprint of the lack of available facilities. Where no spare facilities are available, Sprint may pursue other options, including those found in the Subloop Unbundling section of this Agreement or submit a request for quote for a construction quote for new facilities. However, the Parties agree that Qwest is not bound by law to construct such facilities.

(E)3.3.15.1 When Sprint requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged taps). Sprint will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Part H of this Agreement.

(E)3.3.15.2 When Sprint requests a DS1 Capable Loop, Qwest will install the electronics at both ends including any intermediate repeaters. The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged taps). If required, Sprint will be charged conditioning charges in addition to the Unbundled Loop recurring charge.

(E)3.3.15.3 When Sprint requests an ADSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements

specified in Technical Publication 77384.

(E)3.3.15.4 Qwest reserves the right to limit the provisioning of BRI, XDSL and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI, XDSL and/or DS1 service. Such limitations as necessary for technical feasibility will not prejudice Sprint's services as compared to others, including Qwest's.

(E)3.3.15.5 To the extent Sprint purchases an unbundled loop to provide ISDN, XDSL or DS1 services, such use of the loop will be identified on the loop order by using the appropriate NC/NCI code. Qwest will condition loops for telecommunications services requiring loops unfettered by any intervening equipment so that Sprint may provide a variety of telecommunications services by attaching appropriate terminal equipment at the ends. Conditioning charges may apply when Qwest conditions such loops to meet the requested transmission standard.

(E)3.3.16 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in Qwest's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between Sprint's end user and Qwest's end office and may vary due to characteristics beyond the control of Qwest. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.

(E)3.3.17 Installation Options

(E)3.3.17.1 Sprint has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

(E)3.3.17.2 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest

or other Sprint end user changing to Sprint, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. Qwest "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Sprint. Qwest will notify Sprint when the work activity is complete.

(E)3.3.17.3 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option for new service may be ordered for new service only. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to Sprint by Qwest.

(E)3.3.17.4 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other Sprint end user changing to Sprint, the Coordinated Installation option is a "lift and lay" procedure with cooperative testing. Sprint has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, Sprint will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will "lift" the Loop from its current termination and "lay" it on its new termination connecting to Sprint. Qwest will complete the required performance tests and perform other testing as requested by Sprint. Testing requested by Sprint that exceeds testing requirements contained in Qwest's Technical Publication 77384 will be billed to Sprint. Test results will be recorded as benchmarks for future testing and will be forwarded to Sprint.

(E)3.3.17.5 Upon Sprint's request, Qwest will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. Continuity is established from the Sprint tie cable pair, through any intermediate field cross connect

points, and is properly terminated at the NID. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by Qwest field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. Qwest will attempt to reach Sprint from the site for ten (10) minutes. If there is no answer on the toll free number after ten (10) minutes, Qwest will assume the loop is accepted and the order is completed and Sprint will be sent completion notification.

(E)3.3.17.6 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start unbundled Loops. For an existing Qwest or other Sprint end user changing to Sprint, this option remains a "lift and lay" procedure, but offers Sprint the ability to coordinate the conversion activity, allowing Sprint's end user to pre-plan for minimal service interruption. At Sprint's designated time, Qwest will contact Sprint with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, Sprint will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest "lifts" the Loop from its current termination and "lays" it on its new termination connecting to Sprint. Once the work has been completed, Qwest will notify Sprint that the "lift and lay" procedure has been completed.

(E)3.3.18 Multiplexing of the Unbundled Loop. Sprint may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided in the UDIT Section of this Part E.

(E)3.4 Rate Elements

The following Unbundled Loop rate elements are contained in Part H of this Agreement:

(E)3.4.1 Unbundled Loop recurring monthly rates.

(E)3.4.2 Unbundled Loop non-recurring installation charges based on the installation option requested.

(E)3.4.3 DS1 or DS3 Regeneration non-recurring charge as described

earlier in this Section.

(E)3.4.4 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

(E)3.4.5 Qwest shall be permitted to charge Sprint for the conditioning work performed to the extent agreed upon by the parties, and in the absence of an agreement, to the extent permitted by applicable state laws or agency rules. Nothing in these guidelines shall prohibit either party from taking differing positions in state or federal dockets, or from initiating cost dockets for this issue.

(E)3.5 Ordering Process

(E)3.5.1 The Parties agree to work cooperatively to develop a process for conveying information from Sprint to Qwest regarding the requirements for conditioning.

(E)3.5.2 Sprint agrees, prior to placing orders for loops, to pre-qualify the Qwest loops and to determine if the desired loops meet, or could be made to reasonably meet, Sprint's desired technical requirements for the loops. Qwest may create additional loop information databases. When Qwest makes a new database available to Sprint, Sprint agrees to accept the new databases in lieu of the existing Loop Qualification Tool, provided that it contains all information Sprint currently uses in the existing Loop Qualification database.

(E)3.5.3 Sprint agrees when placing orders for unbundled loops that it will identify whether conditioning is required based on the information available in the Loop Qualification Tool. If conditioning is not requested, Qwest may assume the loop, in the condition it then exists, will meet Sprint's technical requirements.

(E)3.5.4 Within six months of approval of the state Interconnection Agreement, Qwest agrees to use industry NC codes of LX-N, LXR-, and LXC- as a short hand notation as to the type of conditioning that Sprint requires. Qwest's agreement to use NC codes does not impose a requirement upon Qwest to include NC codes for each loop in its Loop Qualification Tool database, or to use NC codes in other Qwest systems.

(E)3.6 Loop Information Tool

(E)3.6.1 Description

(E)3.6.1.1 Qwest's Loop Information Tool will provide Sprint with the necessary information to assist Sprint in determining if a loop qualifies for xDSL service based on available Qwest records. To access the IMA electronic Loop Information Tool, Sprint will request an ADSL Loop Qualification pre-

order transaction and enter the end users telephone number or street address. The response screen displays the following information:

- The number of lines.
- The results of the ADSL qualifications test.
- The loop description for all loops tested. Sprint will receive the following raw, unfiltered cable data as reflected in Qwest's data records:

    - The total loop length in kilofeet.
    - The total bridged tap, length in kilofeet.
    - The insertion loss for non-loaded loops (in decibels) calculated at 196-kilohertz frequency with 135-ohm termination.
    - The circuit type: copper or pair gain.
    - The number of pairs available;
    - The loop loading information.

- The composition of the loop material, including, but not limited to, fiber optics or copper.
- The loop length to include the length and location of each type of transmission media.
- The wire gauge(s) of the loop.

Qwest will provide the raw data that is currently available, however, Qwest is not able to guarantee the accuracy. The Loop Information raw data is provided AS IS, WITH ALL FAULTS.

(E)3.6.1.2 The Loop Information Tool will enable Sprint to determine if the loop is qualified to support its desired type of xDSL service. Additionally, the loop make-up information enables Sprint to determine the type of loop to order and whether conditioning is necessary.

(E)3.6.1.3 In addition, Qwest will provide Loop information based on individual zip code of the end users in a particular wire center, NXX code, or any other basis that Qwest provides such information to itself.

(E)3.6.1.4 At such time that OBF has established guidelines for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions based upon such guidelines.

(E)3.6.1.5 When Qwest cannot provide a loop that is equal to the specifications requested by Sprint through the NC/NCI coded order, Qwest will reject the order back to Sprint with all applicable rejection information.

(E)3.6.1.6 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.

(E)3.6.1.7 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in Qwest's Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This interval may be impacted by order volumes and load control considerations. Refer to Qwest's Interconnect & Resale Resource Guide when ordering multiple Loops (up to 25) at the same location. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis. Related orders with related orders will be physically worked within the same calendar day.

(E)3.6.1.8 When ordering Unbundled Loops, Sprint is responsible for obtaining or providing facilities and equipment that are compatible with the service.

(E)3.6.1.9 When applicable, Sprint will be responsible for providing battery and dial tone to its connection point two business days prior to the due date on the service order.

(E)3.6.1.10 LSRs are processed through the Interconnect Service Center. Refer to Qwest's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.

(E)3.6.1.11 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to Qwest's Interconnect & Resale Resource Guide for the FOC interval.

(E)3.6.1.12 Qwest will provide Design Layout Records (DLR) when requested on terms and conditions consistent with Qwest end users.

(E)3.6.1.13 Qwest will provide jeopardy notification that is similar to that provided to Qwest end users.

(E)3.6.1.14 Qwest will provide completion notification that is similar to that provided to Qwest end users.

(E)3.6.1.15 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing,

Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

(E)3.6.2 Maintenance and Repair

(E)3.6.2.1 When Sprint orders a specified Local Loop, Qwest shall meet and maintain the required physical loop characteristics as originally delivered. If for any reason conditioning or modifications are required to return the loop to the original loop design, or, to the extent controlled by Qwest, to the original characteristics of the loop, such modifications will be made by Qwest at no cost to Sprint. If Sprint requests a modification to the original loop design, such modification will be made at a cost to Sprint. If a Sprint product has been installed but, at Sprint's option, Sprint uses the loop to provide a different product that exceeds the original designed capacity of a facility, i.e., interferes with other services, a mutually agreed upon process will be developed to resolve the service problem.

(E)3.6.2.2 Sprint is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. Sprint will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to Qwest. Qwest will work cooperatively with Sprint to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, Sprint shall be charged maintenance charges in accordance with the applicable time and materials charges in Qwest's Tariff. Billing of Time and Materials will be accompanied by sufficient detail to verify such charges.

(E)3.6.2.3 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify Sprint. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to Sprint's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to Sprint's Collocation equipment, cabling or cross connects, Qwest will notify Sprint and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to Sprint and charges will apply for trouble isolation.

(E)3.6.2.4 Sprint will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at Sprint's request, and the fault is not in Qwest facilities, a trouble isolation charge shall apply.

(E)3.6.2.5 Spectrum Management

(E)3.6.2.5.1 Qwest will implement spectrum management

practices that provide methods to resolve service degradation caused by disturbers on nearby pairs when there are industry standards adopted for spectrum management. Methods may include forms of binder management designed to protect services from the effects of known disturbers.

(E)3.6.2.5.2 Qwest reserves the right to limit the provisioning of BRI and DS1 capable loops in some areas served by loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. Qwest reserves the right to make some cables unavailable to Sprint, itself, and other similarly situated third party telecommunications carriers based on spectrum management considerations.

(E)4. Network Interface Device (NID)

(E)4.1 Description

The NID is an independent UNE which provides a technology neutral interface between Qwest's loop distribution plant and the customer premises wiring and includes all features, functions, and capabilities of the device. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If Sprint orders unbundled Loops on a reuse basis, the existing drop and Qwest's NID may remain in place and continue to carry the signal to the end user's equipment.

(E)4.2 Terms and Conditions

(E)4.2.1 Qwest shall allow Sprint access to the network interface device as required under FCC rules.

(E)4.2.2 Any costs associated with Sprint connecting its facilities to the Qwest NID will be the responsibility of Sprint.

(E)4.2.3 If Sprint purchases an unbundled loop, Sprint may provide its own NID or have Qwest provide the NID.

(E)4.2.4 If Sprint installs its own NID, Sprint may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, Sprint will isolate the Qwest facility in the NID in a manner that does not damage the Qwest facility. At no time will either Party remove or rearrange the other Party's NID and associated facilities.

(E)4.2.5 Qwest will retain sole ownership of the Qwest NID and its

contents on Qwest's side. Qwest will not conduct wholesale NID change-outs, or inventory NID locations. However, if the Qwest NID is found to be defective or of a technology which Qwest would change the NID in the normal course of upgrading its network for its end users (e.g., carbon type), Qwest will at no charge to Sprint, replace the NID.

(E)4.3 Rate Elements

(E)4.3.1 If Sprint requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of Sprint's NID to Qwest's NID, will be the responsibility of Sprint. This is a non-recurring charge and is contained in Part H of this Agreement.

(E)4.3.2 Recurring rates for the NID are contained in Part H. The recurring NID rate may be included in a combined price with the unbundled loop. In such situations, if ordered by the Commission, the NID rate element will be removed from the loop price and will be added into Part H as a separate rate element.

(E)4.4 Ordering Process

When Sprint submits an LSR for an Unbundled Loop, Sprint will indicate in the Loop Service form if a modular NID is required at the end user's location.

(E)4.5 Maintenance and Repair

If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to Sprint. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device.

(E)5. Local Tandem Switching

Qwest shall provide local tandem switching capability as described below pursuant to the FCC rules. Notwithstanding, Qwest shall not be required to unbundle local tandem switching capability for Sprint end users with four or more voice grade (DS0) equivalents or lines, and when said end users are located in Qwest tandem switches located in:

- The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order, and
- In Density Zone 1, as defined in Section 69.123 on January 1, 1999.

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park

	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSMNDT	Minn. Downtown
	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott
Wyoming		NONE

(E)5.1 Description

(E)5.1.1 The local tandem switching capability establishes a temporary transmission path between two other switches, but not including the transport needed to complete the call. The local tandem switching capability also includes the functions that are centralized in local tandems rather than in separate end office switches. A host/remote end office configuration is not a Tandem Switching arrangement.

The local tandem switching capability includes:

- Trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card.
- The basic switch trunk function of connecting trunks to trunks; and
- The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to, call recording, the routing of calls to operator services, and signaling conversion features.

(E)5.2 Terms and Conditions

(E)5.2.1 If Sprint obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider.

(E)5.2.2 Port access to the local tandem switch is provided in DS1 increments.

(E)5.3 Technical Requirements

(E)5.3.1 The requirements for Local Tandem Switching include, but are not limited to, the following:

(E)5.3.2 Local Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

(E)5.3.3 To the extent technically available, Local Tandem Switching shall record billable events, on the same basis Qwest records such events for itself, and send them to the area billing centers designed by Sprint.

(E)5.3.4 Local Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on Sprint traffic shall be at parity with controls being provided or imposed on Qwest traffic (e.g. Qwest shall not intentionally and selectively block Sprint traffic and leave its traffic unaffected or less affected).

(E)5.4 Rate Elements

(E)5.4.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

(E)5.4.2 Use of Local Tandem Switching is billed on an originating per minute of use basis.

(E)5.5 Ordering Process

(E)5.5.1 Ordering intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Interconnect & Resale Resource Guide. This interval may be impacted by order volumes and load control considerations. The interval will start when Qwest receives a complete and accurate Line Service Request / Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The following service intervals have been established:

EXHIBIT C
SERVICE INTERVAL TABLES

1.0 Unbundled Loops Service Interval Table:

(a.) Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

(b.) Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

(c.) Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

2.0 Unbundled Dedicated Interoffice Transport Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5)	4 hrs High Density

		Business Days Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density **4 HRS LOW DENSITY**
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs
Rearrangement			
UDIT DS0, DS1	1 to 24 Circuits	Five (5) Business Days	
	25 or more Circuits	ICB	
UDIT DS3	1 to 24 Circuits	Seven (7) Business Days	
	25 or more Circuits	ICB	

3.0 Unbundled Local Switching Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density **24 HRS. LOW DENSITY**
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a Qwest standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	**High Density** **1 TO 24**	Seven (7) Business Days	24 hrs.
	25 TO 48	Eight (8) Business Days	24 hrs.
	49 TO 72	Ten (10) Business Days	24 hrs.
	73 TO 96	Twelve (12) Business Days	24 hrs.
	97 TO 120	Fourteen (14) Business Days	24 hrs.
	121 TO 144	Fifteen (15) Business Days	24 hrs.
	145 TO 168	Sixteen (16) Business Days	24 hrs.
	169 TO 240	Eighteen (18) Business Days	24 hrs.
	241 OR MORE	ICB	24 hrs.
	LOW DENSITY 1 to 24	Eighteen (18) Business Days	24 hrs.
	25 TO 72	Nineteen (19) Business Days	24 hrs.
	73 TO 120	Twenty (20) Business Days	24 hrs.
	121 OR MORE	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	**1 TO 8 TRUNKS**	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 OR MORE TRUNKS	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	**1 TO 8**	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 OR MORE	ICB	4 hrs.

(E)6. Local Circuit Switching Capability

(E)6.1 Description

(E)6.1.1 Local Circuit Switching Capability provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross-Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities of the switching port for Sprint that Qwest provides for its own services. Local Circuit Switching Capability includes the following components:

(E)6.1.1.1 Line-side switching includes, but is not limited to, connection to an ICDF where a cross-connect to a loop may be obtained and a switch card with connection to the card.

(E)6.1.1.2 Trunk-side switching includes, but is not limited to, connection to trunk cross-connect and trunk card with features and functions.

(E)6.1.1.3 Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, white page listing, all other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

(E)6.1.2 Notwithstanding, Qwest shall not be required to unbundle local circuit switching capability for Sprint end users with four or more voice grade (DS0) equivalents or lines, and when said end users are located in Qwest local circuit switches located in:

(E)6.1.2.1 The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order, and

(E)6.1.2.2 In Density Zone 1, as defined in Section 69.123 on January 1, 1999.

(E)6.2 Description

(E)6.2.1 Unbundled Analog Line Port

The Unbundled Analog line port is a two-wire connection from the MDF to the ICDF, as defined in Section (D)1.1.5, (or equivalent connected with an EICT) that allows the provisioning of vertical features. A non-recurring charge applies to establish the line side port.

Vertical features are software attributes on end office switches. Vertical features for the Unbundled Analog Line Port are available separately, but not limited to, the following:

- Call Hold
- Call Transfer
- Three Way Calling
- Call Pickup
- Call Waiting – Terminating/Cancel Call Waiting
- Distinctive Ringing
- Speed Call Long – Customer Change
- Station Dial Conferencing (6-way)
- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Forwarding Variable
- Call Forwarding Variable Remote
- CLASS – Call Waiting ID
- CLASS – Calling Name & Number
- CLASS – Calling Number Delivery
- CLASS – Calling Number Delivery - Block
- CLASS – Continuous Redial
- CLASS – Last Call Return
- CLASS – Priority Calling
- CLASS – Selective Call Forwarding
- CLASS – Selective Call Rejection
- CLASS – Anonymous Call Rejection
- Automatic Callback Calling/Ring Again *
- Call Park (Store & Retrieve)
- Dial Call Waiting *
- Directed Call Pick Up with Barge In *
- Message Waiting Indication A/V
  * Trunk Answer Any Station

* = Iowa only

Sprint may request features that are not listed above but are activated in a Qwest end office on a individual case basis. Sprint may request features that are not activated in a Qwest end office using the BFR process.

(E)6.2.2 Unbundled BRI ISDN Digital Line Port

(E)6.2.2.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that

provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has InterLATA and IntraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

(E)6.2.2.2 Vertical features are software attributes on end office switches. Vertical features included in the BRI ISDN Digital Line port are as follows:

- 2 B & D
- 2 Primary Directory Numbers (PDNs)
- Call Appearances – Two per Terminal
- Normal Ringing
- Caller ID Blocking per call

Sprint may request features that are not listed above but are activated in a Qwest end office on a individual case basis. Sprint may request features that are not activated in a Qwest end office using the BFR process.

(E)6.2.3 Trunk Ports

(E)6.2.3.1 DS1 Message Trunk Port

An Unbundled DS1 Message Trunk Port is a DS1 trunk side switch port terminating at a DSX1. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section. A non-recurring charge applies to establish the trunk port.

(E)6.2.3.1.1 Message Trunk Group

A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk

members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

(E)6.2.3.1.2 Requests for establishing new out going and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

(E)6.2.3.2 Unbundled PRI ISDN Digital Line Port (To be Developed)

(E)6.3 Terms and Conditions

(E)6.3.1 Sprint shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in Part F of this Agreement.

(E)6.3.2 When Sprint orders unbundled ports, Sprint will use such unbundled ports within ninety (90) calendar days or Sprint shall relinquish those ports to Qwest for use by other Telecommunication Carriers.

(E)6.3.3 The point of access for port connection is the ICDF of the Qwest Serving Wire Center. The unbundled port is extended to the ICDF with an EICT. The tie cables between a Collocation, the ICDF, and the Qwest distribution frame are established with Sprint's facility forecast.

(E)6.4 Rate Elements

(E)6.4.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges.

(E)6.4.2 Local originating usage will be measured and billed on minutes of use.

(E)6.4.3 Vertical features will be offered as options for unbundled local switching at rates set forth in Part H.

(E)6.5 Ordering

Ordering intervals will be consistent with Qwest's Interconnect & Resale Resource Guide.

(E)6.6 Technical Requirements

(E)6.6.1 Qwest shall control congestion points in the same manner for Sprint as it does for itself, e.g., mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Qwest.

(E)6.6.1.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Sprint and Qwest will immediately notify each other of any protective control action planned or executed.

(E)6.6.1.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

(E)6.6.1.3 Mass Calling

Sprint and Qwest shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

(E)7. Packet Switching

The packet switching capability network element has not yet been totally defined by Qwest. Upon final product development, if changes to this section would be required to reflect the product as developed, the Parties will negotiate in good faith any required changes. If they are unable to reach agreement, it will go to dispute resolution.

(E)7.1 Description

The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames cells or other data units, and the functions that are performed by Digital Subscribe Line Access Mulitplexers (DSLAM), including but not limited to:

- The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band channel, or solely a data channel);
- The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches:
- The ability to extract data units from the data channels on the loops, and
- The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

(E)7.2 Terms and Conditions

Qwest shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

(E)7.2.1 Qwest has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(E)7.2.2 There are no spare copper loops capable of supporting the xDSL services Sprint seeks to offer;

(E)7.2.3 Qwest has placed its DSLAM in the remote terminal and has not permitted a requesting carrier to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Sprint obtained a virtual collocation arrangement at these Subloop interconnection points; and

(E)7.2.4 Qwest has deployed packet switching capability for its own use.

(E)7.3 Rate Elements

[To be Developed]

(E)7.4 Ordering

[To be Developed]

(E)8. Enhanced Extended Links (EEL]

Qwest will provide to Sprint the ability to provision Enhanced Extended Links (EEL) to allow Sprint to serve end users by extending an end user's loop from the end office serving that end user where Sprint is not collocated to a different end office in which Sprint is already collocated for the provisioning of services. The EEL allows Sprint to aggregate loops at fewer collocation locations and increase their efficiency by transporting aggregated loops over efficient high capacity facilities to their central switching location.

(E)8.1 Definition

Enhanced Extended Loop (EEL) is a service offered by Qwest that allows Sprint to extend loops from the end user premise to a Sprint collocation in a different Wire Center. EEL consists of a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1 or DS3 equivalent bandwidths.

(E)8.1.1 By providing EEL, Qwest does not waive its position that it is not required to provide other combinations of Unbundled Network Elements under (CFR) 51.315.(c).

(E)8.2 Terms and Conditions

(E)8.2.1 Sprint must utilize EEL to provide a significant amount of local exchange service to each end user served.

(E)8.2.2 EEL is only available to serve end user customers served out of the wire centers set out in the Local Tandem Switching Section (E)5 of this Agreement.

(E)8.2.3 One end of the interoffice facility must terminate at a Sprint Collocation in a Wire Center other than the Serving Wire Center of the loop.

(E)8.2.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth. When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths. Sprint may also order combinations of interoffice transport, concentration capability and DS0 loops.

(E)8.2.5 When concentration capability is requested, Sprint will purchase the appropriate concentration equipment and provide it to Qwest for installation in the wire center. At such time as Sprint terminates the use of the concentration equipment placed in the Qwest wire center, the concentration equipment would be returned to Sprint. Removal charges will be paid by Sprint, if not already paid.

(E)8.2.6 Installation intervals will be equivalent to the respective Private Line Transport Service. Intervals as identified in the FCC Tariff No. 5, Section 7.

(E)8.2.7 Concentration capability installation intervals will be offered as an ICB.

(E)8.2.8 EEL services will only be provided where existing facilities are available.

(E)8.3 Rate Elements

(E)8.3.1 EEL Link

The EEL Link is the loop connection between the end user premises and the serving wire center. EEL Link is available in DS0, DS1 and DS3 bandwidths. Recurring and non-recurring charges apply.

(E)8.3.2 EEL Transport

EEL Transport consists of the interoffice facilities between Qwest wire centers (the end user wire serving wire center to the Qwest wire center where Sprint is collocated). EEL Transport is available in DS0, DS1 and DS3 bandwidths. Recurring and non-recurring charges apply.

(E)8.3.3 EEL Multiplexing

EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

(E)8.3.4 EEL DS0 Channel Card

EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

(E)8.3.5 Concentration Capability

Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

(E)8.3.6 Service Order Charge

A Service Order Charge is a non-recurring charge to cover service order processing for each service order issued for Sprint.

(E)8.4 Ordering

(E)8.4.1 Sprint will submit orders using the ASR process.

(E)8.4.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

(E)8.4.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

(E)8.4.4 One service order is required when Sprint orders a single bandwidth EEL from Sprint's collocation to the end user location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

(E)9. Customized Routing

(E)9.1 Description

Customized Routing is a software function of a switch that provides a Sprint specific originating routing application path between line side ports and a specific DS1 Trunk Port and Message Trunk Group(s) via the switching matrix and a Routing table or tables. Customized Routing will combine end office switching and dedicated trunks allowing Sprint the ability to route traffic by class of service to specific dedicated or shared message trunks. For example, Customized Routing will allow Sprint the ability to route Operator Services, Directory Assistance and Local calling traffic to Unbundled Message Trunk Ports and Group(s). Customized Routing may be ordered as an application with Resale or Unbundled Switching.

(E)9.2 Terms and Conditions

(E)9.2.1 Customized Routing will be offered on a first-come, first-served basis.

(E)9.2.2 Coin signaling is only available as part of "Smart PAL" service.

(E)9.2.3 Sprint shall provide a comprehensive routing plan associated with any custom routing request.

(E)9.2.4 Sprint must place the associated trunk orders prior to the establishment or deployment of Line Class Codes.

(E)9.2.5 Line Class Codes are deployed in specific End Offices.

(E)9.3 Rate Elements

(E)9.3.1 Development of a Line Class Code is billed as a non-recurring charge on an individual case basis for each switch in which a new Line Class Code is installed.

(E)9.3.2 Installation of a Line Class Code is billed as a non-recurring charge on an individual case basis for each switch in which it is installed.

(E)9.4 Ordering Process

(E)9.4.1 Sprint must issue a Service Inquiry form detailing the routing and facility requirements for Customized Routing prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire for a copy of the Service Inquiry.

(E)9.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be established to provide Qwest with the comprehensive network plan, specific custom routing requirements and desired due dates.

(E)9.4.3 Qwest will provide Sprint a detailed time and cost estimate thirty (30) business days after the pre-order meeting. After the time and cost estimate is provided and any appropriate trunk orders are issued, Sprint will issue an LSR for Line Class Code development and implementation. Refer to the Interconnect & Resale Resource Guide.

(E)10. Common Channel Signaling Capability/SS7

(E)10.1 Description

(E)10.1.1 Common Channel Signaling Capability/SS7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

(E)10.1.2 The signaling information is used by Sprint for:

- Faster call set-up and tear down
- Holding times reduced
- Development of unique routing and control information

- Leaving voice path open while using the signaling path for call set-up as well as network management data.

(E)10.1.3 Optional Features of CCSAC/SS7 are dependent on specific Sprint design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

(E)10.2 Terms and Conditions

(E)10.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on Sprint's design requirements. All of Sprint's unbundled design elements are subject to facility requirements identified below.

(E)10.2.2 At a minimum, transport facilities must exist from Sprint's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using UNEs defined in this Part E above.

(E)10.2.3 Sprint's CCSAC/SS7 design requirements will include, but are not limited to:

(E)10.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

(E)10.2.3.2 Specific Point Code detail including the identification of Sprint's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP]) requirements.

(E)10.2.3.3 All signaling routing requirements must be identified in Sprint's design. Information will include industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs to be included in the designed unbundled signaling arrangement.

(E)10.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

(E)10.2.4.1 Both Qwest and Sprint are obligated to follow existing industry standards as described in Bellcore/Telcordia documents including but not limited to GR-905 CORE, GR-954-CORE, GR-

394-CORE and Qwest Technical Publication 77342.

(E)10.2.4.2 Sprint's switch or network SS7 node must meet industry and Qwest certification standards.

(E)10.2.4.3 Transport as identified above must be provisioned at a minimum DS1 capacity at Sprint's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

(E)10.2.4.4 CPN will be delivered by Sprint to Qwest in accordance with FCC requirements.

(E)10.2.4.5 Carrier Identification Parameter (CIP) will be delivered by Sprint to Qwest in accordance with industry standards, where technically feasible.

(E)10.2.4.6 Provisions relating to call related databases (i.e. 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in Part F of this Agreement.

(E)10.3 Rate Elements

Rates for the unbundled CCSAC/SS7 elements designed by Sprint will be applied on an individual case basis (ICB) based on Sprint's specific design requirements. Both non-recurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Part H of this Agreement. Possible rate elements for unbundled CCSAC/SS7 elements could include, but are not limited to:

(E)10.3.1 Non-Recurring Rates

CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. The specific application being requested determines the specific charge application of either basic or database. In addition, this charge will be billed based on the first and each additional point code requested on the same order.

(E)10.3.2 Recurring Rates

(E)10.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

(E)10.3.2.2 Signal Formulation Charge - assessed per call set-up request (ISUP), for formulating signaling messages at the Qwest end office or Qwest

tandem in association with call set-up.

(E)10.3.2.3 Signal Transport Charge - assessed per call set-up request (ISUP) that is transported between the Qwest STP and a Qwest end office or tandem switch associated with call set-up. Also assessed per data request (TCAP) transported to or from a Qwest STP and destined for a foreign database.

(E)10.3.2.4 Signal Switching Charge - assessed per call set-up request (ISUP) that is switched at the Qwest STP. Also assessed per data request (TCAP) switched at the Qwest STP and destined for a foreign network or database.

(E)10.4 Ordering

(E)10.4.1 CCSAC/SS7 unbundled Sprint-designed elements will initially require design information from Sprint. Ordering for CCSAC/SS7 will be handled on an individual case basis, using service activation meetings between Sprint and Qwest. Sprint will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

(E)10.4.2 Qwest will provide jeopardy notification, Design Layout Reports, Completion Notification and Firm Order Confirmation in a non-discriminatory manner.

(E)10.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

(E)10.4.4 The service order interval will begin when a complete and accurate ASR is received by Qwest.

(E)11. Line Sharing

The parties agree to abide by any signed stipulation agreements that the parties have entered into for line sharing and such agreements are incorporated into this interconnection Agreement by reference. In the event, such stipulated agreements regarding line sharing are not entered into, the parties agree to negotiate language to resolve all line sharing issues to the extent required by law and to include such language into this Agreement by way of an amendment.

Line Sharing provides Sprint with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element ("HUNE"). A POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and POTS service. The POTS service must be

provided to the end user by Qwest.

(E)11.1 Terms and Conditions

(E)11.1.1 General

To order the HUNE, Sprint must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a Qwest switch in that Wire Center. Sprint must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

(E)11.1.2 The POTS splitter must meet the requirements for central office equipment collocation set by the FCC or to be compliant with ANSI T1.413.

(E)11.1.3 Sprint may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services currently are limited to ADSL, RADSL and G.lite. In the future, additional services may be used by Sprint to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

(E)11.1.4 Neither Sprint nor Qwest may utilize the HUNE on a given copper loop if another telecommunications carrier, is already using the high frequency spectrum to provide data services, unless the end user of that loop or Qwest or Sprint disconnects the original telecommunications carrier's high-frequency service.

(E)11.1.5 Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates to Sprint in advance that conditioning a Shared Loop will significantly degrade the end user's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, Sprint can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop. After a Shared Loop is ordered and the design layout record is reviewed by Sprint, it is Sprint's responsibility to determine if the Shared Loop meets the technical parameters applicable to the data service it intends to provide over the Shared Loop.

(E)11.1.6 Qwest will provide Sprint with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of Sprint: (a) via the standard Collocation arrangements set forth in the Collocation Section;

or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

(E)11.1.7 Sprint will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Sprint will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.

(E)11.2 Sprint Collocation Area Splitter

(E)11.2.1 If Sprint elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, Sprint will be responsible for purchasing the POTS splitters. Sprint also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

(E)11.2.2 Sprint may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to this Section of the Agreement.

(E)11.2.3 Two ITPs and two TIE Cables will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter located in Sprint's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to Sprint's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, via the ICDF, using a second TIE Cable and a second ITP.

(E)11.2.4 The demarcation points between Qwest's network and Sprint's network will be the place where the combined voice and data loop is cross-connected to the ICDF.

(E)11.3 Common Area Splitter Collocation

(E)11.3.1 If Sprint elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to Sprint's DSO termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line

counts of less than 10,000 on the Cosmic/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. Sprint either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement. Qwest will be responsible for the installation and maintenance of the POTS splitters, but Sprint will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of Sprint.

(E)11.3.2 Two ITPs and four TIE Cables will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to Sprint's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC/MDF switch termination, via a second ITP.

(E)11.3.3 Qwest will provide the cabling used for TIE Cables between the POTS splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

(E)11.3.4 The demarcation point between Qwest's network and Sprint's network will be at the place where the data loop leaves the POTS splitter on its way to Sprint's Collocated equipment.

(E)11.4 Line Sharing Deployment

(E)11.4.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation section for Cageless or Common Collocation.

(E)11.4.2 Sprint may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE Cable termination sunder intervals as outlined below in this Section.

(E)11.4.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

(E)11.4.3.1 Sprint will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be sixty (60) days.

The interval for each subsequent month will be thirty (30) days.

(E)11.4.3.2 The forecast must include, at a minimum, the following:

(a.) The Month in which each application will be sent;

(b.) The Wire Center by common name for each application:

(c.) Type of terminations required for each level of connection; and

(d.) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

(E)11.4.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

(E)11.4.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application swill default to the augmentation interval found in the Collocation section.

(E)11.4.5 In the event Sprint, or Qwest acting as purchasing agent for Sprint, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by Sprint, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting a s purchasing agent for Sprint and is unable to procure equipment to complete all work in a timely manner, Sprint may provide Qwest with the subject equipment. Sprint will be notified by Qwest of the required material on-site date for affected Wire Center(s) and Sprint will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment in a timely manner. Qwest will install the subject equipment in a timely manner. Qwest will install the subject equipment when available.

(E)11.5 Rate Elements

(E)11.5.1 Recurring Rates for Shared Loop

(E)11.5.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

(E)11.5.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support

Systems required to accommodate Line Sharing will apply.

(E)11.5.2 Non-Recurring Rates for the Shared Loop

(E)11.5.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed will apply.

(E)11.5.2.2 If Sprint requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps.

(E)11.5.3 Non-Recurring Rates for Tie Cable Reclassification

(E)11.5.3.1 Reclassification Charge -- A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame re-stenciling, and any other work performed between Sprint's collocation and the ICDF required to provision Line Sharing.

(E)11.5.4 Non-Recurring Rates for Maintenance and Repair

(E)11.5.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Access to Operational Support Systems – Maintenance and Repair Section.

(E)11.5.4.2 Additional Testing – Sprint may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

(E)11.5.5 Rates for Common Area Splitter Collocation

(E)11.5.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor. These are both recurring and non-recurring charges.

(E)11.5.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of Sprint. This charge will cover the cost of the POTS splitter,

plus any associated costs incurred by Qwest to order the POTS splitter.

(E)11.5.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per 100 pairs between the POTS splitter and the ICDF.

(E)11.5.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Part H. Some of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Part H will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

(E)11.6 Ordering Process

(E)11.6.1 Shared Loop

(E)11.6.1.1 As a part of the pre-order process, Sprint can access loop characteristic information through the Loop Information Tool described in the Access to Operational Support Systems Section. Sprint will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and Sprint will work together to modify the Loop Information Tool to better support Line Sharing.

(E)11.6.1.2 Prior to placing an LSR for Shared Loop, Sprint must obtain a Proof of Authorization from the end user customer in accordance with the Proof of Authorization Section.

(E)11.6.1.3 Splitter Meet Points for Shared Loop will be provided to Sprint on the Line Sharing Actual Point of Termination (APOT) form specifically for Shared Loop requests. Sprint will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

(E)11.6.1.4 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this

approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to Sprint's Collocated equipment in the same Wire Center.

(E)11.6.1.5 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval, as defined in Exhibit C.

(E)11.6.1.6 Sprint shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

(E)11.6.2 Common Area Splitter Collocation

(E)11.6.2.1 This section only applies to situations where Sprint orders placement of the splitter in a common area.

(E)11.6.2.2 New POTS splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. Standard intervals as contained in Exhibit C will apply.

(E)11.6.2.3 New POTS splitter shelves may be ordered with an existing Collocation. Sprint must submit a new Collocation application form and the applicable fee to Qwest. Standard intervals as contained in Exhibit C will apply.

(E)11.6.3 TIE Cable Reclassification

(E)11.6.3.1 To the extent Sprint has existing TIE Cables extending from an ICDF to its Collocation space, Sprint may request that these existing TIE Cables be reclassified for use with Line Sharing. Sprint shall request such reclassification through the same process used to order new terminations.

(E)11.7 Repair and Maintenance

(E)11.7.1 Qwest will allow Sprint to access Shared Loops at the point where the combined voice and data loop is cross-connected to the POTS splitter.

(E)11.7.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network

interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. Sprint will be responsible for repairing data services provided on Shared Loops. Qwest and Sprint each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

(E)11.7.3 Qwest and Sprint will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.uswest.com/carrier/guides/interconnect/. In the interim, Qwest and Sprint agree that the following general principles will guide the repair and maintenance process for Line Sharing.

(E)11.7.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and Sprint will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of Sprint unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls.

(E)11.7.3.2 Qwest and Sprint are responsible for their respective end user base. Qwest and Sprint will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.

(E)11.7.3.3 Qwest will test for electrical faults (e.g. opens, shorts, foreign voltage and/or spectral interference) on Shared Loops in response to trouble tickets initiated by Sprint. When trouble tickets are initiated by Sprint, and such trouble is not an electrical fault (e.g opens, shorts, foreign voltage and/or spectral interference) in Qwest's network, Qwest will assess Sprint the TIC Charge.

(E)11.7.3.4 When trouble reported by Sprint is not isolated or identified by tests for electrical faults (e.g opens, shorts, foreign voltage and/or spectral interference), Qwest may perform additional testing at the request of Sprint on a

case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g opens, shorts, foreign voltage and/or spectral interference) in the portion of the network for which Qwest is responsible, Sprint will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which Sprint is responsible, Qwest will assess the appropriate miscellaneous charge.

(E)11.7.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, Sprint will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. Sprint will leave one empty splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

(E)11.7.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, Sprint may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

(E)11.7.6 Qwest and Sprint will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

(E)11.8 Other

Qwest and Sprint agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling Sprint orders for the HUNE; (ii) Qwest's ability to handle the existing and forecasted volume of Sprint orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of Sprint orders for the HUNE; (iv) the ability of Qwest and Sprint to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) Sprint's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps.

(E)12. Subloop Unbundling

(E)12.1 Description

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at terminals in Qwest's outside plant, including inside wire (owned by Qwest). An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a

splice case to reach the wire or fiber within. Such points may include, bu8t are not limited to, the pole or pedestal, the network interface device (NID), the minimum point of entry, the single point of interconnection (at multi-unit premises), the main distribution frame, the remote terminal, and the feeder distribution interface (FDI). The standard point for Subloop interconnection will be at the Qwest Feeder-Distribution Interface (FDI).

(E)12.1.1 Two types of standard Subloops are Distribution and Feeder.

(E)12.1.2 Subloop Unbundling is available after a Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the Qwest-provided Subloop, and the necessary cross-connections to the Sprint-provided facilities. The FCP shall be located in direct proximity to the Qwest Subloop facility accessed by Sprint.

(E)12.1.3 The Parties agree to work in a cooperative manner to develop processes for ordering Subloop elements and for implementing field interconnection in a manner that allows each company to be efficient while minimizing costs and protecting the quality of the loop network.

(E)12.1.4 The parties agree to work cooperatively together with respect to the details associated with implementing this Agreement, and to not withhold reasonable accommodations that minimize costs or that helps each company to be more efficient in its operations. If the parties cannot resolve a conflict they shall use the Dispute Resolution Process provided for in the Interconnection Agreement.

(E)12.2 Terms and Conditions

(E)12.2.1 Qwest will create space in the FDI that allows a "CLEC Stub Cable" to be terminated in the FDI closure in the same manner that the Qwest Feeder and Distribution cable pairs are terminated.

(E)12.2.2 Access to unbundled loop elements may be made, to the extent technically feasible, at any Feeder Distribution Interface (FDI) whether the FDI is located at a cabinet, Controlled Environmental Vault (CEV), remote terminal, utility room in a multi-dwelling unit, or any other accessible terminal. Sprint's access to the FDI will be via a splice point in a closure, referred to as the Field Connection Point (FCP), which shall be located in close proximity to the FDI closure.

(E)12.2.3 Sprint obtains access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established

Collocation arrangements, and at the FDI through the FCP. Sprint must provide the necessary space and meet all premise requirements noted in the technical publication DS1 Capable Subloop.

(E)12.2.4 Qwest is not required to build additional space for the purpose of accessing UNEs. Sprint shall not be precluded from constructing their own facilities adjacent to Qwest's facilities. Sprint shall obtain any necessary rights of way required and shall coordinate its facility placement with Qwest when placing their facilities adjacent to Qwest's facilities. Obstacles that Sprint may encounter from cities, counties, electric power companies and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of Sprint to resolve with the municipality, utility, or other third party.

(E)12.2.4.1 If Sprint seeks access to Two-Wire Unbundled Distribution Loops that serve MDU, and there is no accessible MPOE or other accessible terminal to which Sprint can access such Subloop elements, and Qwest and Sprint are unable to negotiate a reconfigured single point of interconnection to serve the MDU, Qwest will construct a single point of access at or near the property line of the MDU that is fully accessible for Sprint and other CLECs. Non-recurring charges may apply.

(E)12.2.5 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

(E)12.2.6 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process. Alternatively, Sprint may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden of demonstrating to the Commission that there is insufficient space or that the requested interconnection is not technically feasible.

(E)12.2.7 Qwest shall provide a Multiple Dwelling Unit (MDU) single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. The Parties will cooperate to determine the optimum point of interconnection. If the Parties are unable to reach an agreement, they may utilize the

Dispute Resolution process in this Agreement.

(E)12.2.8 If Qwest denies Sprint's request to interconnect at a FDI Qwest will provide to Sprint documentation stating why the request was denied during the feasibility process. If Sprint finds the information Qwest supplies to Sprint to be insufficient to support the denial of access to the FDI, Sprint may initiate a joint resolution process. The joint resolution process will include meeting to exchange information, analyzing the reason for denial, and if necessary, jointly inspecting the FDI to ascertain the conditions for denial. If Sprint is not satisfied with the resolution, Sprint may use the Dispute Resolution provision of the contract for a final determination.

(E)12.2.9 Sprint may cancel a Field Connection Point request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. Sprint shall be responsible for payment of all costs incurred by Qwest up to the time of cancellation.

(E)12.2.10 Standard access to a Subloop will be at the Feeder Distribution Interface (FDI) through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the BFR process in this Agreement.

(E)12.2.11 Field Connection Point

(E)12.2.11.1 Description

Field Connection Point allows Sprint to interconnect with Qwest outside of the central office location where it is technically feasible. Field Connection Point allows Sprint to access Unbundled Subloops. The Field Connection Point must be in place before Subloops order are processed. There is one type of Field Connection Point generally available. Requests for other Field Connection Point configurations will be considered on an Individual Case Basis. The use of the FDI Field Connection Point is only to have access to Qwest Subloops.

(E)12.2.11.2 Qwest will engineer and place the FCP closure and the stub cable between the FCP and the FDI closures. Qwest will obtain the rights-of-way for the FCP closure and Sprint will obtain the rights – of-way required for the placement of its cable to the FCP closure. Qwest will splice the Sprint cable to the interconnection stub cable in

increments of 100 cable pairs and will identify the cable terminations in the FDI associated with Sprint's cable.

(E)12.2.11.3 Where existing space is not adequate for placing sufficient additional connecting blocks, Qwest will follow standard engineering practices to rebuild the FDI closure to a larger size that will reasonably accommodate the interconnection requirements of Sprint and other CLECs.

(E)12.2.11.4 The determination by Qwest of whether existing space is adequate, and the determination of the amount of additional capacity that must be created, will follow standard engineering principles. Qwest will take into consideration all relevant factors when designing a new or modified FDI. Such factors include the need to create a non-discriminatory interface that will meet the needs of the CLECs in the aggregate while creating a standard interface that will minimize costs by maintaining standard connecting block fields. The parties acknowledge that a standard interface design best supports the day-to-day service installation and maintenance operations of both companies. Within these limitations, each interconnection will be designed on a case-by-case basis to minimize costs.

(E)12.2.11.5 Spare space for the placement of connecting blocks will be deemed to be sufficient without replacing the closure if it will accommodate expected CLEC demand for at least two years and future expansion of the FDI closure will not be materially impaired by using the available spare space.

(E)12.2.11.6 If an FDI must be rebuilt or enlarged, Qwest shall, upon request from Sprint, provide sufficient information to justify the work identified by Qwest. If the information Qwest supplies to Sprint is insufficient to support the cost of the work identified, Qwest and Sprint shall meet at the FDI prior to work beginning and jointly inspect the closure to ascertain what additional work, if any, is required. If there is a fundamental disagreement as to the scope of the work that is required to meet Sprint's request, the parties will use the Dispute Resolution provision of the contract for a final determination.

(E)12.2.11.7 All work associated with modifying and enlarging the existing FDI closure to permit additional cables and connecting blocks to be placed will be paid for by Sprint. If, during the following two years, other CLECs use a FDI that Sprint paid to have enlarged, Qwest will identify to the requesting CLEC their pro-rata share of the original costs and will require them to directly reimburse Sprint those costs. Such reimbursement must occur before that CLEC will be permitted to interconnect at the FDI.

(E)12.2.11.8 Sprint will have access to Sprint's cable at the FCP for maintenance and testing purposes.

(E)12.3 Rate Elements

(E)12.3.1 Subloop Non-Recurring Charge -- Sprint will be charged a non-recurring basic installation charge for each Subloop ordered by Sprint.

(E)12.3.2 Subloop Recurring Charge -- Sprint will be charged a monthly recurring charge for each Subloop ordered by Sprint.

(E)12.3.3 Subloop OSS Charge – Sprint agrees to pay any OSS costs associated with Subloop Unbundling as may be ordered to be paid by the Commission in a separate proceeding.

(E)12.3.4 Subloop Trouble Isolation Charge -- Sprint will be charged a Trouble Isolation Charge when trouble is reported but not found on the Qwest facility.

(E)12.4 Rate Elements – Field Feeder Distribution Interface Connection Point

(E)12.4.1 Sprint will complete a Field Connection Point Request Form. Qwest will develop a quote for the work to be performed bases on the information provided by Sprint on the Request Form. Qwest will recover the Field Connection Point cost through individual case basis non-recurring charges.

(E)12.4.2 Feasibility Fee – Qwest will charge a feasibility fee to recover cost of reviewing the site and engineering work that must be completed to determine if a site is available.

(E)12.4.3 Quote Preparation Fee – Qwest will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.

(E)12.4.4 Construction Fee – Qwest will charge a fee to recover all cost for building the FDI Field Connection Point. This fee will cover

the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If Sprint is the first provider in the FDI-FCP, it will pay the quoted price. If Sprint is the second provider in the FDI-FCP, it will pay the initial CLEC 50 percent (50%) of Qwest's quoted price. If Sprint is the third CLEC in the FDI-FCP, it will pay each of the original two CLECs seventeen percent (17%) of Qwest's quoted price.

(E)12.5 Ordering

(E)12.5.1 Sprint may only submit orders for Subloop elements after the FCP is in place. Sprint will use the termination information provided to them at the completion of the FCP on the LSR for Subloops.

(E)12.5.2 Sprint will order Subloop interconnection by identifying the end points of the Subloop element.

(E)12.5.2.1 Subloop interconnection will be provisioned utilizing the EDI interface.

(E)12.5.2.2 Subloop elements will be identified by NC/NCI codes.

(E)12.5.2.3 Each LEC will run the jumpers associated with the creation of services for its customers.

(E)12.6 Ordering -- Field Feeder Distribution Interface Connection Point

(E)12.6.1 Sprint shall submit a Field Connection Point Request Form to Qwest Account Representative. The Field Connection Point Request Form must be completed in its entirety.

(E)12.6.2 Upon receipt of the Field Connection Point Request Form, Qwest will initiate a feasibility study and FCP quote within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form. Qwest will notify Sprint if a location is technically feasible and Qwest will develop and send a quote. The Feasibility Study and quote will be valid for thirty calendar days from feasibility and quote notification.

(E)12.6.3 The modifying or rebuilding of an FDI, and the building of FCPs, will be scheduled by Qwest to meet an objective completion date of ninety days. If the goal of ninety days cannot be met, Qwest will identify to Sprint the proposed scheduled completion date. If the proposed dates are unacceptable, Qwest and Sprint will use their best efforts to prioritize the work Sprint has requested. Weather, rights-of-way permit delays, and other delays beyond Qwest's control shall be justifiable reasons for not meeting an interval of ninety days for the objective date.

(E)12.6.4 After construction is complete, Sprint will be notified of the availability of the termination or connection location which will be used for ordering Subloops.

(E)13. Dark Fiber

(E)13.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest wire centers or between a Qwest wire center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest wire centers; and (b) UDF-Loop, which constitutes an existing loop between a Qwest wire center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

(E)13.2 Terms and Conditions

(E)13.2.1 Qwest will provide Sprint with nondiscriminatory access to UDF-IOF and UDF-Loop. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within a reasonable time frame.

(E)13.2.2 Sprint will provide Qwest with nondiscriminatory access to UDF-IOF and UDF-Loop. Sprint will provide UDF of substantially the same quality as the fiber facilities that Sprint uses to provide service to its own end user customers within a reasonable time frame.

(E)13.2.3 Qwest will provide Sprint with access to existing Dark Fiber facilities. Sprint shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and Sprint shall be permitted to use, regenerating equipment that already exists in mid-span.

(E)13.2.4 Qwest will provide Unbundled Dark Fiber to Sprint in increments of two strands (by the pair).

(E)13.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath for maintenance or maintenance spare.

b) Qwest will not unbundle Dark Fiber that, as of the day Sprint submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another CLEC.

c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendancy of the proceeding before the Commission.

(E)13.2.6 Qwest will provide Sprint with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform Sprint of the availability of single-mode and multi-mode fiber.

(E)13.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's technical publication 77383.

(E)13.2.8 Sprint is responsible for trouble isolation before reporting trouble to Qwest.

(E)13.2.9 Sprint shall not use UDF as a substitute for special or switched access services, except to the extent that Sprint provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.

(E)13.2.10 Upon reasonable notification to Sprint as defined by Commission, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by Sprint. This condition would arise in those cases where Qwest is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.

(E)13.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Elements or Qwest services, or Sprint facilities. Sprint is responsible for connecting Dark Fiber with Sprint fiber optic terminal or other equipment.

(E)13.2.12 Sprint must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

(E)13.2.13 For UDF-Loop, Sprint is responsible for all work activities at a customer premise. All negotiations with the premise customer and or premise owner are solely the responsibility of the Sprint.

(E)13.2.14 For a UDF-Loop terminating at an existing customer premise FDP, Qwest will provide to Sprint an optical "jumper", not to

exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

(E)13.2.15 Sprint is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at Sprint's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. Sprint shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. Sprint facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Rights-of-Way shall be in accordance with Section 10.8 (Access to Poles, Ducts, Conduit, and Right-of-Way).

(E)13.2.16 Sprint will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

(E)13.3 Ordering Processes

Ordering processes and installation intervals are as follows:

(E)13.3.1 Prior to placing an order for UDF, Sprint must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. Sprint must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.

(E)13.3.2 The first step of the UDF ordering process is the inquiry process. Sprint must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. Sprint must specify the two Qwest offices or Customer Premise location and the number of fibers requested. Qwest will inform Sprint of the availability of dark fiber that will meet Sprint's request, if any, within 10 business days from the inquiry.

(E)13.3.3 Based on the Sprint request (UDF-Loop or UDF-IOF), there are two possible scenarios:

(E)13.3.3.1 Termination at a Mid-Point Structure

(E)13.3.3.1.1 If spare fiber is available, and Sprint chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), Sprint

will submit the Field Verification Quote Process (FVQP) form. Qwest will prepare and submit to Sprint a quote along with the original FVQP within 20 business days of the submission of the FVQP form by Sprint. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

(E)13.3.3.1.2 Qwest will begin the provisioning process upon notification from Sprint to proceed and the receipt of fifty percent (50%) of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify Sprint when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

(E)13.3.3.2 Termination at Qwest Wire Center or Customer Premise

(E)13.3.3.2.1 If spare fiber is available, and Sprint chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a customer premise, Qwest will begin the provisioning process upon notification from Sprint to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. Sprint will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

(E)13.3.3.2.2 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

(E)13.4 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Sprint cross connections will be repaired by

Sprint and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 (Operational Support Systems (OSS)).

(E)13.5 Rate Elements

(E)13.5.1 Dark Fiber rates are contained in this Agreement and include the following elements:

a) Initial Inquiry Charge (IIC). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by Sprint. Qwest will bill Sprint the Initial Inquiry Charge immediately upon receipt of the inquiry.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to Sprint at locations other than Qwest Wire Centers or a customer premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 90 calendar days. This charge is not applied when the demarcation points are in the wire centers or customer premises.

(E)13.5.2 The following rate elements are used once the availability of UDF has been established and Sprint chooses to access UDF.

(E)13.5.2.1 Unbundled Dark Fiber -- IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply.

b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to Sprint's optical demarcation point

(ICDF). Two UDF-IOF fiber cross-connects apply.

(E)13.5.2.2 Unbundled Dark Fiber -- Loop Rate Elements

a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.

b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating Qwest Wire Center and the Customer Premise and the terminations and cross connects at both ends.

(E)14. Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

(E)14.1 Description

Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which Sprint controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

(E)14.2 Terms and Conditions

(E)14.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using the cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. Sprint is responsible for designing to the "Design-To" point. Sprint may connect the UCCRE ports to its elements or Sprint designed equipment. If Sprint desires DSO port functionality, Sprint will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DSO-level ports.

(E)14.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

(E)14.2.2.1 Dial Up Access -- Qwest will provide access to mutually agreed upon OCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

(E)14.2.2.2 Attendant Access -- When Sprint requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

(E)14.3 Rate Elements

(E)14.3.1 Recurring rate elements include:

- DS1 Port
- DS3 Port
- Dial Up Access
- Attendant Access

(E)14.3.2 Non-recurring rate elements include:

- DS1 Port
- DS3 Port
- Virtual Ports

(E)14.4 Ordering Process

(E)14.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in Section E(2) for UDIT. UCCRE is ordered via the ASR process.

(E)14.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify Sprint when the work activity is complete. Test results by Qwest are not provided to Sprint.

(E)15. Additional Unbundled Elements

Sprint may request nondiscriminatory access to, and where appropriate, development of additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

(E)16. Construction Charges

Qwest will conduct an individual financial assessment of any request, which requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill Sprint's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through

non-recurring charges and a term agreement for the remaining recurring charge, as described in Part G of this Agreement.

(E)17. 8XX Database Query Service

(E)17.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of Sprint end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by Sprint's end user, Sprint's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to Sprint's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The rates for 8XX Database query Service only apply to queries from Sprint's switch to Qwest 8XX Database. If Sprint routes 8XX traffic to Qwest for delivery to an interexchange carrier, the call shall be handled as jointly provided switched access. If Sprint routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access tariff.

(E)17.2 8XX Optional Features

(E)17.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to Sprint. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

(E)17.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

- Routing by originating NPA-NXX-XXXX
- Time of day
- Day of week
- Specified date
- Allocation by percentage

(E)17.3 Rate Elements

(E)17.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part H of this Agreement.

(E)17.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.

(E)17.3.3 A non-recurring Point Code Activation Charge will apply for Sprint to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 Section of Part H.

(E)17.4 Ordering Process

Sprint shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)17.5 Technical Requirements

(E)17.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for Sprint to query from Sprint's designated switch.

(E)17.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

(E)17.6 Interface Requirements

The signaling interface between Sprint's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(E)17.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

(E)17.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 3 (Bellcore/Telcordia, December 1998);

(E)17.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore/Telcordia, March 1994);

(E)17.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore/Telcordia, October 1995);

(E)17.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore/Telcordia, October 1995) (Replaces TR-NWT-001149);

(E)17.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore/Telcordia, October 1995); and

(E)17.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore/Telcordia, May 1995).

PART F - ANCILLARY SERVICES

(F)1. Interim Number Portability

(F)1.1 Description

(F)1.1.1 Interim Number Portability ("INP") service is a service arrangement that can be provided by Qwest to Sprint or by Sprint to Qwest. For the purposes of this Section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".

(F)1.1.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

(F)1.1.3 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. Technology limitations do not permit the use of Remote Call Forwarding where Digital Loop Carrier is utilized. INP Requester may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible and available. The INP Requester will need to specify the number of simultaneous calls to be forwarded for each number ported.

(F)1.1.4 INP via RCF also requires office equipment, on a per telephone number basis. Sprint will provide a request for deployment sites and estimated quantities of ported numbers to Qwest to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center ("IAC") to determine the impact on the donor office to determine if office equipment is available.

(F)1.1.5 DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. For DID, the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office.

(F)1.1.6 DNRI permits incoming calls to be ported to the INP Requestor's switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's switch. For DNRI, the INP Provider will deliver the

dialed seven-digit telephone number to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.

(F)1.2 Terms and Conditions

(F)1.2.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, prescribed by the FCC and/or the Commission.

(F)1.2.2 Local Interconnect Service (LIS) is required for INP.

(F)1.2.3 Qwest will update its Line Information Database ("LIDB") listings for Sprint's INP ported numbers as directed by Sprint. Qwest will cancel calling cards associated with these forwarded numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated. Qwest will not block third party and collect calls to those numbers unless requested by Sprint.

(F)1.2.4 Qwest shall provide INP to Sprint via Direct Inward Dial (DID) Trunks. Each DID Trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and Sprint's switch. Traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing Calling Line ID to the Sprint switch. With DID, there is no SS7 capability causing CLASS feature limitations.

(F)1.2.5 Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

(F)1.2.6 While INP is deployed with respect to operator services and directory assistance associated with INP for Sprint subscribers, Qwest shall provide the following:

(F)1.2.6.1 Qwest shall allow Sprint to administer Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. LIDB provisions are specified in this Agreement.

(F)1.2.7 Qwest shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

(F)1.2.8 Number Reservation

When a subscriber ports to another service provider that has previously secured, via a tariffed offering, a reservation of line numbers from the INP Provider for possible activation at some future point, these reserved but inactive numbers shall "transfer" along with the active numbers being ported by the INP Requestor in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the INP Provider. Sprint will notify Qwest when to activate INP for the above-mentioned reserved inactive numbers. Charges for reserved numbers will be billed to Sprint pursuant to the tariff offering.

(F)1.2.9 INP is subject to the following restrictions:

(F)1.2.9.1 An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's Local Calling Area and toll rating area that is associated with the NXX of the portable number.

(F)1.2.9.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

(F)1.2.9.3 Only the existing INP Provider-assigned end user telephone number may be used as a ported number for INP.

(F)1.2.9.4 An INP telephone number must be active and assigned to accommodate INP.

(F)1.2.9.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

(F)1.2.9.6 INP shall not be offered for NXX Code 555 and coin telephones, and Service Access Codes (i.e. 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

(F)1.2.9.7 The ported telephone number will be returned to the switch which originally had the ported number when the ported service is disconnected. The Party requesting a ported number may not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time outlined in the Qwest applicable tariff.

(F)1.2.9.8 Once an office is converted to LNP (Local Number Portability), new INP order requests will not be accepted. The Parties will work together to convert existing INP numbers to LNP within one hundred twenty (120) calendar days.

(F)1.2.10 Out of Hours Cuts

(F)1.2.10.1 Out of Hours cuts permit Sprint to select either a Coordinated or Non-coordinated cut for INP outside of Qwest's normal business hours. For purposes of this Section, Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. Requests outside Qwest's normal business hours shall be considered an Out of Hours cut.

(F)1.2.10.2 For planning purposes, Qwest requests an estimate of Out of Hours Coordinated Cuts at least two weeks prior to Sprint placing a request in that state. Forecasts should include the anticipated Frame Due Times ("FDTs") and volumes that Sprint will be sending in for this offering.

(F)1.2.10.3 Coordinated Out of Hours cuts are internally managed and project managed by the appropriate Qwest personnel throughout the entire cut. This person will act as the point of contact for all conversion activities and processes. For a scheduled Coordinated Cutover, Qwest and Sprint shall verbally coordinate the disconnect with Sprint and switch the translations as close to the scheduled time as possible. The requested time for the cutover shall be pre-specified by Sprint and agreed to by both parties and, unless there are

extenuating circumstances, shall not begin more than 30 minutes after the agreed upon time. It is Sprints responsibility to ensure that their customer's service is available to be cut over at the scheduled time.

(F)1.2.10.4 Requests for FDTs (Frame Due Time) within normal business hours are proactively managed by Qwest but are considered Non-coordinated cuts. A Coordinated cut for orders during normal business hours is under review by Qwest, but is not a service offering at this time.

(F)1.2.10.5 Charges for Coordinated Out of Hours Cuts shall be based upon an overtime, time and one-half rate for timeframes outside of normal business hours that are not Sundays or holidays, and a premium rate that is a double time rate for Sundays and holidays.

(F)1.2.10.6 For Out of Hours Coordinated Cuts, the appropriate rate will be multiplied by the number of personnel actively participating in the cut, multiplied by the number of hours for the cut. Qwest will schedule the appropriate employees prior to the cut. However, if non-scheduled employees are required for the cut due to last-minute changes or incorrect data on the LSR, a three hours minimum "call out" may be required by Qwest.

(F)1.2.11 Out of Hours Non-Coordinated Cuts

For the purpose of this offering, normal business hours are defined as 7:00 a.m. to 7:00 p.m. Monday through Friday. Requests of 1:00 a.m. FDT due date are considered to be a Non-Coordinated Out of Hours Cut.

(F)1.2.11.1 Non-Coordinated Cuts

(F)1.2.11.1.1 Non-Coordinated Cuts allows Sprint to request a Qwest FDT of 1:00 a.m., where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m. with a cut completion by 7:30 a.m. of that morning (if that morning is a business day, or by 7:30 a.m. of the next business day).

(F)1.2.11.1.2 Conversion desk activities and escalation processes for Non-

Coordinated Out of Hour Cuts are accomplished during the business day prior to the cut. Questions or issues regarding the cut shall be addressed the following business day.

(F)1.2.11.1.3 Sprint will not incur additional charges for Non-Coordinated Out of Hours Cuts.

(F)1.2.11.2 Order Process

Sprint shall request Out of Hours Cuts by submitting a Local Service Request (LSR) and designating a 1:00 a.m. FDT (Frame Due Time) which is outside of normal business hours. In the remarks section of the LSR, Sprint will mark the request as an "Out of Hours Cut," and will identify the type of cut (e.g., Non-Coordinated) in the remarks section of the LSR.

(F)1.2.11.3 Installation Intervals for non-coordinated INP will be found in the Qwest Interconnect Resource Guide under Service Intervals. Installation intervals for coordinated cutovers will be negotiated between the Parties.

(F)1.3 Rate Elements

For purposes of this Agreement, the Parties agree that the following cost structure is an acceptable measure of the costs incurred by the INP Provider. Cost recovery guidelines are pending FCC and/or Commission rulings. Final, approved FCC cost guidelines or Commission imposed rates will apply when available.

(F)1.3.1 Number Ported - This cost is incurred per number ported, per month per service order. This cost represents a single call path from the INP Provider's end office switch to the INP Requestor for the portable number.

(F)1.3.2 Additional Number Ported - This cost is incurred per month, per additional call path added to a particular ported telephone number.

(F)1.3.3 Service Establishment - Per Route, Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.

(F)1.3.4 Service Establishment - Per number ported or changes to existing numbers. This non-recurring cost is for every service order issued on INP.

(F)1.3.5 Each of the above costs shall be borne by the INP Requestor.

(F)1.3.6 Switched Access Revenues

Qwest and Sprint agree to use the previous Qwest and Sprint 1997 arbitrated decisions, specific to the allocation of switched access revenues for INP, in each of the 14 states within the Qwest territory, with the exception of Utah, where Sprint will use the standard Qwest formula, as set forth in Exhibit A.

(F)1.3.6.1 Once the end office switch is converted to Local Number Portability (LNP), the switched access compensation will not be passed to Sprint.

(F)1.3.6.2 The Switched Access rate elements are identified in Qwest's Switched Access Tariff.

(F)1.3.6.3 Qwest will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis. Average MOUs are used due to system limitations.

(F)1.3.6.4 The number of lines to be used in the formula will be extracted from the Qwest corporate data warehouse once each month. This database contains billed information for posted orders.

(F)1.3.6.5 Switched Access revenues will not be shared for traffic that is subject to reciprocal compensation.

(F)1.3.6.6 The formula populated with the appropriate data for the preceding month will be provided to Sprint to support the payment. The pass through amounts will be paid by check and mailed to Sprint by the end of the month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

(F)1.3.6.7 This section is applicable for the states of Arizona (Arbitration Order Issue 3, pp. 6-7); Oregon (Arbitration Order, Issue 2 at p. 4); Washington (Arbitration Order, Issue 2, at p. 4); and Nebraska (Arbitration Order, Issue 4, p. 16).

(F)1.3.6.7.1 The Parties will establish a meet point relationship.

(F)1.3.6.7.2 Sprint will receive the end office charges (local switching), CCL and termination charges.

(F)1.3.6.7.3 Transport will be shared by the Parties and charged on a meet point basis to the ultimate end user switch on a percentage of route miles provided.

(F)1.3.6.7.4 Tandem switching will be recovered by Qwest along with the entrance facility charges.

(F)1.3.6.8 This section is applicable for the state of Colorado (Arbitration Order, Issue IV, at pages 10-13).

(F)1.3.6.8.1 Sprint will receive the end office charges (local switching), CCL and termination charges.

(F)1.3.6.8.2 Transport will be charged solely by Qwest until such time as Sprint files an appropriate access tariff and it is approved by the Commission.

(F)1.3.6.8.3 Tandem switching will be recovered by Qwest.

(F)1.3.6.8.4 Qwest shall be entitled to the access revenues for local transport and any additional switching and transport for RCF through the RCF cost recovery mechanism determined in Docket No. 96S-250T.

(F)1.3.6.9 This section is applicable for the state of Minnesota (Arbitration Order, pages 14-15). For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and terminating access charges associated with calls terminating to ported numbers assigned to Sprint subscribers. Qwest retains access charges when Sprint service is provided by a rebranded wholesale Qwest service. In addition, pursuant to 47 CFR & 51.515 where Qwest switching is used prior to June 30, 1997, CCL and seventy-five percent (75%) of TIC charges will be paid by Sprint to Qwest.

(F)1.3.6.10 This section is applicable for the state of South Dakota (Order in the AT&T/Qwest arbitration, Docket No. TC96-184, dated March 20, 1997, Paragraph 218). The terminating carrier shall receive the carrier common line and local switching charges. Transport charges shall be shared based on the meet point billing arrangement.

(F)1.3.6.11 This section is applicable for the state of North Dakota (Arbitrator's Decision in the AT&T/Qwest arbitration, Case No. PU-453-96-497, dated March 19, 1997, pp. 59-60). Qwest shall receive transport charges for each ported interexchange toll call. Qwest and Sprint shall equally share the switching charges for each ported interexchange toll call. Sprint shall receive the Carrier Common Line Charges (CCLCs) for each ported interexchange toll call.

(F)1.3.6.12 This section is applicable for the state of New Mexico (Order in the AT&T/Qwest arbitration, Docket No. 96-411-TC, dated March 20, 1997, paragraph 330. Qwest will receive all revenue associated with the transport and switching of ported interexchange toll calls. Qwest will credit Sprint with the applicable Carrier Common Line Charges (CCLCs).

(F)1.3.6.13 This section is applicable for the state of Wyoming (Order in the AT&T/Qwest arbitration Docket Nos. 70000-TF-96-319 and 72000-TF-96-95, dated April 23, 1997, Priority 10, pp. 34-38). The terminating carrier closest to the end user will receive the revenue attributable to switching charges and the Carrier Common Line Charge (CCLC) for each ported interexchange toll call. Each Party will receive the revenue attributable to its portion of the transport charges for each ported interexchange toll call. Each carrier shall charge one-half of its normal Residual Interconnection Charge (RIC).

(F)1.3.6.14 This section is applicable for the state of Idaho (First Order Addressing Substantive Arbitration Issues in the AT&T/Qwest arbitration, Docket No. Qwest-T-96-15/ATT-T-96-2, dated March 24, 1997, Issue No. 46, p. 39). Until such time as there is a final and generally applicable method of cost allocation, Qwest and Sprint shall each be responsible for and shall track their respective

costs of providing number portability. When a definitive method is determined, Qwest shall recover efficiently incurred costs for providing number portability for the period during which recovery has been held in abeyance.

(F)1.3.6.15 This section is applicable for the state of Montana. The Parties shall incorporate the language or provisions concerning this issue approved or ordered by the Commission following approval of the executed agreement in the AT&T/Qwest arbitration, Docket No. D96.11.200 as such may be changed on reconsideration or rehearing. If the AT&T/Qwest interconnection agreement does not contain such language or provisions, Sprint may request arbitration of the issue by the Commission. For purposes of Section 252(b) of the Telecommunications Act of 1996, the date of the request for negotiation on this issue shall be deemed to be the date of execution of the Stipulation and Agreement in the Matter of Sprint Communications Company L.P.'s Petition or Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Qwest Communications, Inc. Pursuant to 47 U.S.C. 252, Docket No. D97.4.77.31.2.5.

(F)1.3.6.16 This section is applicable for the state of Iowa (AT&T/Qwest Interconnection Agreement – Iowa, dated December 13, 1996, Attachment 9, section 3.6.4, p. 13). Qwest shall share with Sprint as the local service provider of the ported-to-number, in accordance with the FCC's Order on Number Portability (Docket 95-116, paragraph 116) the terminating access charges for calls transported from the interexchange carrier to the ported switch.

(F)1.3.7 Rates are contained in Part H of this Agreement.

(F)1.4 Ordering

(F)1.4.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g. end user inquiries and complaints).

(F)1.4.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).

(F)1.4.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least forty-eight (48) hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).

(F)1.4.5 Certain features are not available on calls passed through INP service.

(F)1.4.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

(F)1.4.7 Sprint shall have the right to use the existing Qwest 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, Qwest agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases, until Sprint instructs Qwest differently. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.

The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, it is recommended that the INP Requestor enter into a separate agreement with the E911 database provider.

(F)1.4.8 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users.

(F)2. Local Number Portability

(F)2.1 Upon implementation of Local Number Portability (LNP) pursuant to FCC regulations, both Parties agree to conform and provide such LNP. Both Parties will also conform to LNP industry, Western Region LLC and state guidelines and agreements including but not limited to the requirement that the Parties obtain an LRN (Local Routing Number) for each toll rate center in which they provide LNP. Qwest may charge any non-recurring and miscellaneous LNP charges in accordance with its tariffs or as may be agreed to by the Parties. Qwest and Sprint agree to one LRN per rate center.

(F)2.2 Once LNP is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to LNP.

(F)2.3 Qwest shall be the default carrier for LNP queries where Sprint is unable to perform its own query. Sprint shall be the default carrier for LNP queries where Qwest is unable to perform its own query. Qwest query services are defined in FCC Tariff No. 5; default LNP End Office and Tandem Query Charges are contained in Section 13 (Miscellaneous Service) and LNP Database Query Charges are contained in Section 20 (CCSAC Service Applications).

(F)2.4 The LNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to Qwest in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

(F)2.5 When an office is equipped with LNP, all NXXs in the office shall be defined as portable and translations will be changed in the Parties' switches to open those NXXs for database queries. An NXX will be activated for LNP within 180 days of the first request for LNP that is received for that NXX. This provision is not to be interpreted to change local calling area boundaries for either Party.

(F)2.6 Sprint shall have the right to use the existing Qwest 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under LNP, Qwest agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases, until Sprint instructs Qwest differently. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.

(F)2.7 The LNP Requestor will provide to the E911 database provider the network telephone number that the LNP Requestor assigned to the LNP Provider-assigned, ported telephone number. Updates to and maintenance of the LNP information to the E911 database are the responsibility of the LNP Requestor. For consistency in administration, it is recommended that the LNP Requestor enter into a separate agreement with the E911 database provider.

(F)3. 911/E911 Service

(F)3.1 Description

(F)3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

(F)3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

(F)3.1.3. Qwest has contracted E911 database services with a third party agent ("Qwest agent"), which has day to day responsibility for administration of the ALI/DMS database. Should Qwest no longer have the agency relationship, then all references to Qwest agent in this Section shall be understood to be a reference to Qwest.

(F)3.2 Terms and Conditions

(F)3.2.1 Basic 911 directly connects to the PSAP 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

(F)3.2.2 E911 functions provided to Sprint shall be consistent with the support and services that Qwest provides to its end users for such similar functionality.

(F)3.2.3 Qwest shall conform to all state regulations concerning emergency services.

(F)3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

(F)3.2.5 For E911 Resale orders, Qwest shall use its current service order process to update and maintain end user information in the ALI/DMS database.

(F)3.2.6 If required by Sprint, Qwest shall interconnect direct trunks from Sprint's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by Sprint.

(F)3.2.7 When Qwest is responsible for administering the ALI/DMS database in its entirety, entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint so requests. Sprint shall provide information input for the ALI/DMS database for ported numbers.

(F)3.2.8 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the

shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by Sprint.

(F)3.2.9 Sprint exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator), where required, and will not require an amendment to this Agreement.

(F)3.2.10 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, Sprint will participate in the provision of the 911 System as described below.

(F)3.2.10.1 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

(F)3.2.10.2 Qwest, or its agent, will be responsible for maintaining the E911 database. Qwest, or its agent, will provide to Sprint an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. To the extent that Qwest provides other CLECs reports on a more frequent basis without charging for those reports, Qwest will do the same for Sprint. The data will be provided in computer readable format using the current NENA format. Qwest shall provide Sprint access to the Master Street and Address Guide compatible with the access Qwest provides to itself.

(F)3.2.10.3 Sprint will negotiate directly with the PSAP for determination of end user location data and the appropriate emergency service provider for the ALI/DMS database.

(F)3.2.10.3a For Sprint end user telephone number and routing updates, Sprint will negotiate directly with Qwest's agent for the input and validation of this end user data into the ALI/DMS database.

(F)3.2.10.3b In most cases, in the Qwest territory the selective routing table updates and the ALI/DMS database will be managed by the same provider. Sprint assumes all responsibility for the accuracy of the data that Sprint provides for MSAG preparation

and E911 Database operation. Qwest's agent and Sprint shall arrange for the automated input and periodic updating of the E911 database information related to Sprint end users. Qwest's agent shall work cooperatively with Sprint to ensure the accuracy of the data transfer by verifying it against the MSAG. Qwest's agent shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) format.

(F)3.2.10.4 Sprint will provide end user data to Qwest's agent for Qwest ALI/DMS database utilizing current NENA standards, including Recommended Formats For Data Exchange, Recommended Standard For Street Thoroughfare Abbreviations, and Recommended Protocols For Data Exchange. Qwest will furnish Sprint any variations to NENA recommendations required for ALI/DMS database input.

(F)3.2.10.5 Sprint will provide end user data to Qwest's agent for Qwest's ALI/DMS database that are MSAG valid and meet all components of the NENA Recommended Measurements For Data Quality standard.

(F)3.2.10.6 Sprint will update its end user records provided to Qwest's agent for Qwest's ALI/DMS database to agree with the 911 MSAG standards for its service areas.

(F)3.2.10.7 Qwest will provide Sprint with the identification of the Qwest 911 tandem that serves each geographic area served by Sprint.

(F)3.2.10.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

(F)3.2.10.9 The primary 911 provider will provide the other Party with the ten-digit telephone numbers of each PSAP agency, for which the primary 911 provider provides the 911 function. These numbers can be used by the other Party to acquire emergency telephone numbers so that Party's operators can handle emergency calls in those instances where that Party's end user dials "O" instead of "911".

(F)3.2.11 If a third party (i.e., LEC), is the primary service provider to a county, Sprint will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and Sprint are totally separate from this Agreement and Qwest makes no representations on behalf of the third party.

(F)3.2.12 If Sprint is the primary service provider to the county, Sprint and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

(F)3.2.13 Sprint will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.

(F)3.2.14 Sprint is responsible for network management of its network components to meet the network standards of Qwest for 911 call delivery, which may also require compliance with the Network Reliability Council Recommendations.

(F)3.2.15 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

(F)3.2.16 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services equal to the level of service provided by Qwest to itself.

(F)3.2.17 Performance Criteria. E911 Database accuracy shall be as set forth below:

(F)3.2.17.1 Accuracy of ALI/DMS data will be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to Sprint by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI/DMS data is displayed.

(F)3.2.17.2 Each discrepancy report will be jointly researched by Qwest and Sprint. Corrective action will be taken immediately by the responsible Party.

(F)3.2.17.3 Each Party will be responsible for the accuracy of its end user records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

(F)3.2.18 911 Information

(F)3.2.18.1 The Parties shall not use information provided under this section for any other purpose than 911.

(F)3.2.18.2 Qwest will provide Sprint the locations of Qwest E911 tandems with CLLI codes.

(F)3.2.18.3 Qwest rate center information may be found in the LERG. Qwest wire center information may be found in the General Exchange Tariff. The Parties implementation teams will work cooperatively to address questions and concerns regarding this information.

(F)3.2.18.4 Qwest account team will work cooperatively to review, where available, Qwest NXX overlay maps and detailed Qwest NXX boundaries, as well as, where available, Qwest network map to confirm diverse routing for purposes of 911 service provisioning. The Parties will work together with the PSAPs, as necessary, to negotiate changes to diverse routing.

(F)3.2.18.5 Qwest shall provide a point-of-contact for each database administrator, where Qwest is the primary 911 provider. Qwest shall identify which Qwest ALI/DMS databases cover which states, counties, or parts thereof, and identify a point of contact for each database administrator.

(F)3.2.18.6 Qwest will provide, at Sprint's request, interconnection to 911 selective routing switch (tandem) to route calls from the Sprint network to the correct Public Safety Answering Point ("PSAP").

(F)3.2.18.7 Qwest must provide sufficient planning information regarding any anticipated network impacts to the E911 network which affects Sprint.

(F)3.2.18.8 Once a PSAP has identified their default PSAP to Qwest, Qwest will provide translations for routing 911 calls to that default PSAP, as necessary. Qwest will work cooperatively with Sprint to provide current information that Qwest has available regarding default PSAPs. Sprint will commit to verify PSAP defaults, as necessary.

(F)4. Directory Assistance

Qwest shall provide non-discriminatory access to Directory Assistance on an unbundled basis to Sprint for the provision of telecommunications services unless Qwest provides

Sprint with Customized Routing or a compatible signaling protocol. Alternatively, upon request, Qwest shall make available to Sprint Directory Assistance Services under Section 251(b) of the Act, at market rate. In the event Qwest is unable to provide Customized Routing or compatible signaling protocol to Sprint, Qwest will provide Directory Assistance on the following terms:

(F)4.1 Description

(F)4.1.1 Directory Assistance (DA) service is a telephone number, voice information service that Qwest provides to other Telecommunications Carriers and its own end users.

(F)4.1.1.1 Local Directory Assistance service permits Sprint's end users to receive published and non-listed telephone numbers within their NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in Qwest's current DA database.

(F)4.1.1.2 If Sprint selects the National Directory Assistance service option, the geographic area shall be expanded to include the entire United States. The telephone numbers provided are those contained in Qwest's DA database as well as that of its selected national listings vendor.

(F)4.1.2 In all cases of directory assistance service provided by Qwest to Sprint pursuant to this Agreement, and Local Services that Sprint offers for resale shall, at Sprint's sole discretion, be branded exclusively as Sprint services, or otherwise, as Sprint shall determine, as long as it is in compliance with the Intellectual Property section, at Sprint's expense. In accordance with FCC rules, if Qwest is unable to offer branding of Sprint services, it shall unbrand all such services for itself and all other parties.

(F)4.1.3 If Sprint elects to receive the custom Call Branding option, Qwest will provide custom Call Branding to Sprint, where technically feasible. Custom Call Branding provides the announcement of Sprint's name to Sprint's end user during the introduction of the call and at the completion of the call. Custom Call Branding is an optional service available to Sprint.

(F)4.1.4 If Sprint elects to receive the IntraLATA Call Completion service option, Qwest will provide Call Completion service, where available, using the Qwest IntraLATA Toll network which allows Sprint's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to Sprint.

(F)4.1.5 Directory Service shall provide up to two listing requests per call and, where available, at present or in the future, and if requested, shall complete the call to one of the provided listings.

(F)4.1.6 Qwest will design its network and processes to provide equivalent speed-to-answer times as it provides its customers.

(F)4.2 Terms and Conditions

Qwest will provide access to Directory Assistance service via dedicated multi-frequency (MF) operator service trunks purchased from Qwest or provided by Sprint. These operator service trunks will be connected directly to Qwest's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. Sprint will be required to order or provide an Operator Service trunk for each NPA served.

(F)4.2.1 Upon Sprint acceptance of Qwest price quotation and where technically feasible (at present or in the future), Qwest shall route Sprint customer DA calls to Sprint DA centers. Sprint will pay the reasonable and appropriate costs to obtain this service.

(F)4.3 Rate Elements

The following rates are contained in Part H of this Agreement.

(F)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by Sprint. The per call rate includes recurring branding and call completion charges and may be changed from time to time by Qwest and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.

(F)4.3.2 A non-recurring setup and recording fee will be applicable for establishing the Custom Call Branding option. Such non-recurring charge must be paid prior to commencement of the service.

(F)4.3.3 Additional charges for Qwest IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

(F)4.4 Ordering Process

Sprint will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Directory Assistance service.

(F)4.5 Billing

(F)4.5.1 Qwest will track and bill Sprint on a monthly basis for the number of calls placed to Qwest's Directory Assistance service by Sprint's end users.

(F)4.5.2 For purposes of determining when Sprint is obligated to pay the per call rate, the call shall be deemed made and Sprint shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(F)5. Directory Listings

(F)5.1 White Pages Directory Listings

(F)5.1.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of Sprint's end users in Qwest's listing database, based on end user information provided to Qwest by Sprint. Qwest is authorized to use Listings in Directory Assistance (DA) and as noted below.

(F)5.1.2 Terms and Conditions

(F)5.1.2.1 Sprint will provide in OBF standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to Sprint's end users. Primary listings for Sprint will include the end user Listings for any resold services or wireless services and are further defined in Qwest's general exchange Tariffs. Sprint will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, etc.), at Qwest's general exchange listing Tariff rates, less the wholesale discount. If Sprint utilizes Remote Call Forwarding for local number portability, Sprint can list only one number without charge - either the end user's original telephone number or Sprint-assigned number. The standard discounted rate for an additional listing applies to the other number.

(F)5.1.2.2 Qwest will furnish Sprint the Listings format specifications. All manual requests are considered a project and require coordination between Sprint and Qwest to determine time frames.

(F)5.1.2.3 To the extent that state Tariffs limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to Listings only.

(F)5.1.2.4 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Sprint orders. Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that Sprint has supplied Qwest the necessary privacy indicators on such Listings.

(F)5.1.2.5 Qwest will include Sprint Listings in Qwest's Directory Assistance service to ensure that callers to Qwest's Directory Assistance service have non-discriminatory access to Sprint's Listings.

(F)5.1.2.6 Qwest will ensure Sprint Listings provided to Qwest are included in the white pages directory published on Qwest's behalf, in accordance with Sprint's selection above.

(F)5.1.2.7 Sprint agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

(F)5.1.2.8 Sprint will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

(F)5.1.2.9 Sprint represents and warrants the end user information provided to Qwest is accurate and correct. Sprint further represents and warrants that it has reviewed all Listings provided to Qwest, including end user requested restrictions on use such as non-published and non-listed. Sprint shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying Qwest with the applicable Listing information.

(F)5.1.2.10 Sprint is responsible for all dealings with, and on behalf of, Sprint's end users, including:

(F)5.1.2.10.1 All end user account activity, (e.g. end user queries and complaints).

(F)5.1.2.10.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to Qwest).

(F)5.1.2.10.3 Determining privacy requirements and accurately coding the privacy indicators for Sprint's end user information. If end user information provided by Sprint to Qwest does not contain a privacy indicator, no privacy restrictions will apply.

(F)5.1.2.10.4 Any additional services requested by Sprint's end users.

(F)5.2 Directory Assistance List

(F)5.2.1 Description

(F)5.2.1.1 Directory Assistance List (DA List) Information consists of all Qwest and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to Sprint's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Sprint; however, the non-published telephone number shall not be provided.

(F)5.2.1.2 Sprint grants Qwest a non-exclusive license to incorporate Listings information into its Directory Assistance (DA) database for the sole use of Directory Assistance listings. With this license Qwest will incorporate Listings in the DA database.

(F)5.2.1.3. No prior authorization is needed for Qwest to release Listings to directory assistance providers for the sole use of providing Directory Assistance. Qwest will incorporate Listings information in all existing and future Directory Assistance applications developed by Qwest. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge for updating and maintaining the Listings

database. Sprint will not receive compensation from Qwest for any sale of Listings by Qwest.

(F)5.2.1.4 From the time that Qwest receives the Sprint customer data, the processing interval for updating the database with Sprint will be accomplished in the same manner and timeliness as Qwest updates the database for itself.

(F)5.2.1.5 Some LECs and CLECs allow Qwest to supply their DA List Information to Sprint without obtaining prior approval. Other LECs/CLECs require Sprint to negotiate separate agreements for the use of their DA List Information. Qwest will provide Sprint with a list of LEC/CLECs that may require separate negotiation(s). In the latter event, Sprint may elect to obtain such authorization and provide Qwest a signed letter of authorization before Qwest can release the LEC/CLEC's DA List Information. Sprint will give Qwest fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, Qwest will no longer supply Sprint with the LEC/CLEC's DA List Information. Sprint's use of other LEC/CLEC's end user listings shall be in accordance with the terms and conditions of the separate agreement between Sprint and that LEC/CLEC. Sprint has the right to assume, and Qwest is responsible, to have all appropriate authorizations for Directory Listing information provided to Sprint.

(F)5.2.1.6 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

(F)5.2.1.7 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.

(F)5.2.1.8 In the event Sprint requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part H of this Agreement.

(F)5.2.1.9 Qwest and Sprint will cooperate in the designation of a location to which the data will be provided.

(F)5.2.2 Terms and Conditions

(F)5.2.2.1 Qwest grants to Sprint a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator, mechanized voice, or electronic delivery of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.

(F)5.2.2.2 The Parties shall not use the DA List Information obtained under this Agreement for any other purpose whatsoever. By way of example and not limitation, DA List Information shall not be used by the other Party for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet or on-line DA service.

(F)5.2.2.3 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. Sprint acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

(F)5.2.2.4 Sprint shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own

confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

(F)5.2.2.5 Any disclosure of the fact that an end user subscribes to Qwest's telecommunications services or unauthorized use of Qwest's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

(F)5.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, Sprint shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed.

(F)5.2.2.7 Sprint is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. Sprint must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

(F)5.2.2.8 Audits -- In accordance with Part G of this Agreement, Qwest may request a comprehensive audit of Sprint's use of the DA List Information.

In addition to the terms specified in (G)10, the following also apply:

(F)5.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the

effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

(F)5.2.2.8.2 Qwest and Sprint shall cooperate to correct errors when they are identified in the DA database.

(F)5.2.3 Rate Elements

(F)5.2.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

(F)5.2.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in Sprint's database.

(F)5.2.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

(F)5.2.3.4 One-Time Set-Up Fees -- Charges for special database loads.

(F)5.2.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(F)5.2.4 Ordering

(F)5.2.4.1 Sprint may order the initial DA List Information load or update files for Qwest's local exchange service areas in its 14 state operating territory or, where technically feasible, Sprint may order by Qwest White Page Directory Code or NPA.

(F)5.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(F)5.2.4.3 Sprint shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

(F)5.2.5 Billing

Recurring and non-recurring rates for DA List Information are specified in Part H of this Agreement.

(F)6. Toll and Assistance Operator Services

Qwest shall provide non-discriminatory access to Operator Services on an unbundled basis to Sprint for the provision of telecommunications services unless Qwest provides Sprint with Customized Routing or a compatible signaling protocol. Alternatively, upon request, Qwest shall make available to Sprint Operator Services under Section 251(b) of the Act, at market rates. In the event Qwest is unable to provide Customized Routing or compatible signaling protocol to Sprint, Qwest will provide Operator Services on the following terms:

(F)6.1 Description

Listed below are the functions of Operator Services available to Sprint:

(F)6.1.1 Local Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing end user assistance.

(F)6.1.2 IntraLATA Toll Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing IntraLATA Toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to Sprint or Sprint's end users. Qwest will direct Sprint's end user to contact their provider to complete IntraLATA Toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from Qwest or provided by Sprint via Collocation arrangements to route calls to Sprint's platform.

(F)6.1.4 Busy Line Verification ("BLV") is performed when Sprint's end user requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.

(F)6.1.5 Busy Line Interrupt ("BLI") is performed when Sprint's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Sprint's end user and the calling party. The operator will make only one BLI attempt per end user call and

the applicable charge applies whether or not the called party releases the line.

(F)6.1.6 Quote Service – Provide time and charges to hotel/motel and other end users of Sprint for guest/account identification.

(F)6.1.7 Coin Refund Requests – Provide information regarding Sprint's end users requesting coin refunds.

(F)6.1.8 In all cases of operator service provided by Qwest to Sprint pursuant to this Agreement, and Local Services that Sprint offers for resale shall, at Sprint's sole discretion, be branded exclusively as Sprint services, or otherwise, as Sprint shall determine, as long as it is in compliance with the Intellectual Property section, at Sprint's expense. In accordance with FCC rules, if Qwest is unable to offer branding of Sprint services, it shall unbrand all such services for itself and all other parties.

(F)6.2 Terms and Conditions

(F)6.2.1 Interconnection to Qwest Operator Services from an end office to Qwest is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.

(F)6.2.2 Trunk provisioning and facility ownership will follow Qwest guidelines.

(F)6.2.3 Operator Services Interconnection will require an operator services type trunk between the Sprint switch and the Interconnection point at the Qwest operator tandem.

(F)6.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore/Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

(F)6.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks, where technically capable to each operator.

(F)6.2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/IntraLATA trunks) established between the Parties' respective operator bureaus.

(F)6.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.

(F)6.2.8 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time, but Qwest shall make available to Sprint all Operator Services that Qwest provides to its own customers.

(F)6.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Sprint shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(F)6.3 Rate Elements

Qwest offers to Sprint the following two service/pricing options:

(F)6.3.1 Option A - Price Per Message

(F)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0- where the operator entered the calling card number.

(F)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

(F)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

(F)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

(F)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

(F)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

(F)6.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

(F)6.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

(F)6.3.1.9 "Completed call" as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest's measuring equipment.

(F)6.3.2 Option B - Price Per Work Second and Computer Handled Calls

(F)6.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. Sprint is charged per work second for all calls originating from its end users and facilities that go to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with Sprint's end user and terminates when the connection between the Qwest operator position and Sprint's end user is terminated.

(F)6.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and Qwest equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(F)6.4 Ordering Process

Sprint will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Sprint represents that the information provided is true and correct to the best of its knowledge and belief.

(F)6.5 Billing

(F)6.5.1 Qwest will track usage and bill Sprint for the calls placed by Sprint's end users and facilities.

(F)6.5.2 Qwest will compute Sprint's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). Qwest will charge Sprint whichever result is less.

(F)6.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify Sprint of the methods of such estimate and cooperate in good faith with Sprint to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(F)7. Advanced Intelligent Network (AIN)

(F)7.1 Description

(F)7.1.1 AIN services are offered and available as an enhancement to Sprint's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

(F)7.1.2 Access to AIN Service Creation Environment - (AASCE) allows Sprint to utilize Qwest's AIN service application development process to develop new AIN services or features. The resulting Intellectual Property will be owned by Sprint and will be controlled by Sprint. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Sprint's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to Sprint to be installed in its own network.

(F)7.1.3 Access to AIN OSS/SMS (AAOS) - This service allows Sprint to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for Sprint utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. Sprint will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to

provision, modify or update information in the AIN databases is predominately manual. At such time remote terminal access is available for Qwest, it shall also be available for Sprint.

(F)7.1.4 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. Sprint launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From the Sprint Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through a Sprint RSTP to a Qwest RSTP arrangement.

From the RSTP, the query is directed to Qwest's SCP to collect data for the response to the originating switch.

(F)7.2 Terms and Conditions

(F)7.2.1 Access to AIN Service Creation Environment (AASCE) - Since each proposed service is unique and complex, when AASCE is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

(F)7.2.2 Access to AIN OSS/SMS (AAOS)

(F)7.2.2.1 Prior to activation of the AIN feature, Sprint's switch point code must be activated for AIN processing on the CCSAC/SS7 link that is sending the AIN query.

(F)7.2.2.2 Qwest will provide requirements for data load preparation and delivery by Sprint.

(F)7.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for Sprint. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(F)7.2.2.4 Each end user line must be provisioned by the facility owner. Sprint is responsible for setting the AIN trigger in its switch.

(F)7.2.2.5 AIN Query Processing Qwest will certify and test the Sprint switch for AIN message transmission to assure quality performance as described in Part E. Qwest and Sprint will test cooperatively.

(F)7.2.2.6 Access to the Qwest AIN databases will be available for access through a Qwest STP by Sprint through either purchase of the Qwest local switching element or through the SS7 connection with Sprint's switch.

(F)7.3 Rate Elements

(F)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

(F)7.3.2 Access to AIN OSS/SMS (AAOS) -- AAOS is billed a monthly recurring and a one-time non-recurring charge for each AIN feature activated, per telephone number.

(F)7.3.3 AIN Query Processing - The AIN service is billed a monthly recurring and/or a per query charge.

(F)7.4 Ordering

(F)7.4.1 AASCE is ordered on an individual case basis and is coordinated through the Qwest Account Manager and Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Sprint and Qwest will negotiate all deliverables and associated dates so that a mutually agreeable schedule is established. Due date intervals are negotiated on an individual case basis.

(F)7.4.2 AAOS is ordered using the LSR form.

(F)7.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

(F)7.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by Qwest end users. Upon receipt of a complete and accurate LSR, Qwest will load the Sprint records into the AIN database to meet the negotiated due date for the service, with a maximum completion interval of ten (10) business days. Qwest will also establish translations at the STP to allow query access from the Sprint switch within ten (10) business days.

(F)7.4.2.3 Completion notification will be either by e-mail or by fax.

(F)7.4.2.4 Qwest will provide jeopardy notification under terms and conditions consistent with Qwest end users.

(F)7.4.2.5 Qwest will provide Firm Order Confirmation (FOC) under terms and conditions consistent with Qwest end users.

(F)7.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.

(F)7.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(F)8. Interconnection to Line Information Database (LIDB)

(F)8.1 Description

(F)8.1.1 Description - Line Information Database (LIDB) Storage.

Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

Bellcore/Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Bellcore/Telcordia's TR-NWP-000029, Section 10).

(F)8.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow Sprint access to an electronic interface which will enable Sprint to add, update, and delete Sprint end user line records. Until an electronic interface is available, Sprint will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based CLECs.

(F)8.1.3 Description - LIDB Query Service

LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

On behalf of Sprint Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting Sprint telephone line number data. Qwest allows LIDB query access through Qwest regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(F)8.1.4 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify Sprint of system alerts on Sprint end user lines.

(F)8.2 Terms and Conditions

(F)8.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

Sprint will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. Sprint will provide and maintain necessary information solely for the purpose of enabling Qwest to provide LIDB services. Sprint will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

(F)8.2.2 Normal requests for LIDB updates will be processed in the same manner and timelines that Qwest provides to itself, its affiliates, as required by law, or other similarly situated telecommunications carriers. Sprint may request of Qwest priority updates to Sprint LIDB data upon demonstration of critical need (e.g., to support fraud protection, deny/restore, etc.).

(F)8.2.3 Terms and Conditions - LVAS Access

Sprint will provide Qwest with the following information:

(F)8.2.3.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

(F)8.2.3.2 Sprint's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

(F)8.2.3.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;

(F)8.2.3.4 The identity of Sprint's SS7 provider for Number Portability, ABS, OLNS and calling name;

(F)8.2.3.5 The identity of Sprint's operator services provider for ABS queries;

(F)8.2.3.6 The contact names and fax numbers of all Sprint personnel to be contacted for fraud notification, and LIDB data administration.

(F)8.2.3.7 The establishment of Sprint line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Sprint to Qwest up to two times per day, at 12:00 p.m. and 5:00 p.m. Mountain Time.

(F)8.2.3.8 After Qwest receives the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of Sprint's files will be notified by Qwest.

(F)8.2.3.9 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to Sprint with an error notice.

(F)8.2.3.10 Sprint will e-mail to Qwest all updates, adds, changes, and deletions, subsequent to the initial file for establishment.

(F)8.2.3.11 Qwest will provide to Sprint the necessary methods and procedures when the LVAS electronic interface becomes available.

(F)8.2.4 Terms and Conditions - LIDB Query Service

(F)8.2.4.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7). Qwest will not limit LIDB query and responses based on the switching technology used, so long as the LIDB query follows TCAP guidelines.

(F)8.2.4.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

(F)8.2.4.3 The SCP node provides all protocol and interface support. Sprint SS7 connections will be required to meet Bellcore/Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

(F)8.2.4.4 Qwest will include Sprint-provided data in Qwest's LIDB, and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing Sprint's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update Sprint data, as requested by Sprint. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(F)8.2.5 Terms and Conditions - Fraud Alert Notification

Qwest will notify Sprint of system alerts on Sprint end user lines. At the direction of Sprint, Qwest will institute a block to prevent any further occurrence of fraud or uncollectable toll charges in accordance with practices used by Qwest for its own

end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectable toll charges.

(F)8.3 Rate Elements

(F)8.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of Sprint's data into LIDB.

(F)8.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

(F)8.3.2.1 LIDB Line Record Initial Load Charge - Qwest's vendor charges Qwest to format end user line record information data so that it may be loaded into LVAS. Qwest will pass this non-recurring charge along to Sprint.

(F)8.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows Sprint to add, update and delete telephone line numbers from the Qwest LIDB for Sprint's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.

(F)8.3.2.3 Individual Line Record Audit - Sprint may verify the data for a given ten-digit line number using an inquiry on its end user data.

(F)8.3.2.4 Account Group Audit - Sprint may audit an individual Account Group NPA-NXX using a fax.

(F)8.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(F)8.3.3 Rate Elements - LIDB Query Service

A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(F)8.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis.

(F)8.4 Ordering Process

(F)8.4.1 Ordering - Line Information Database (LIDB) Storage

(F)8.4.1.1 Qwest will be responsible for loading and updating Sprint's line records into the LIDB database from the data provided by Sprint. The establishment of Sprint line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Sprint to Qwest. Updates, additions, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to Qwest. Sprint is responsible for the accuracy of the data which is sent to Qwest.

(F)8.4.1.2 Inquiries from Sprint must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

(F)8.4.2 Ordering-LVAS Access

LVAS report queries from Sprint must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

(F)8.4.3 Ordering- LIDB Inquiry Service

(F)8.4.3.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, Sprint must have Common Channel Signaling Access Capability (CCSAC).

(F)8.4.3.2 Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish Qwest a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(F)8.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, Sprint will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify Sprint. Sprint may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(F)8.5 Billing

(F)8.5.1 Line Validation Administration System (LVAS) Access

When electronic access becomes available, a per query rate will apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

(F)8.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC Tariff No. 5, Section 20.

(F)8.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(F)9. Access to Poles, Ducts, Conduits, and Rights of Way

(F)9.1 Description

(F)9.1.1 Pole Attachments - Qwest will lease available pole attachment space to Sprint for the placing of Sprint's facilities for the purpose of transmitting Telecommunications Services, on the same basis that Qwest provides itself or its affiliates. Cable and traditional associated facilities (i.e., cable splice cases and cable terminals) are a permitted use. Antennas and associated wireless technology, and other non-traditional cable technologies, are permitted to the extent allowed by the National Electrical Safety Code, other applicable industry standards, general safety standards, and local ordinances. If Qwest rejects an application for an antenna or other wireless devices or other technologies, Qwest will identify the reason for rejecting said application.

(F)9.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and innerduct will be leased for the purpose of placing fiber cables.

(F)9.1.3 Rights of Way (ROW) -- Qwest shall offer the use of such ROW it has obtained from a third party to Sprint, to the extent that Qwest's agreement with the third party explicitly permits Qwest to grant such rights to Sprint. Qwest will review each ROW requested by Sprint to determine rights to convey an interest in the ROW.

(F)9.1.4 When Sprint makes inquiry for using Qwest conduits, Qwest will provide Sprint with a drawing identifying manholes and distances beginning and ending as close to the beginning and

ending points as requested by Sprint, based on Qwest's available records.

(F)9.2 Terms and Conditions

(F)9.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to Sprint authorization for Sprint to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles, conduit or innerduct owned in whole or in part by Qwest. Any and all rights granted to Sprint shall be subject to and subordinate to any future local, state and/or federal requirements.

(F)9.2.2 Sprint shall provide a map of the requested poles, conduit or innerduct route, including estimated distances between major points, the identification and location of the poles, conduit or innerduct and a description of Sprint's facilities.

(F)9.2.3 Except as expressly provided herein, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles or underground conduit structure or other facility for use by Sprint. If the Parties agree to construct or modify poles or underground conduit structure for their mutual benefit, the Parties will each pay a proportionate share of the costs.

(F)9.2.4 If Qwest terminates a facility arrangement for cause, or if Sprint terminates a facility arrangement without cause, Sprint shall pay termination charges equal to the amount of fees and charges remaining on the terminated agreement(s) and shall remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure within sixty (60) calendar days, or cause Qwest to remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure at Sprint's expense; provided, however, that Sprint shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until Sprint's facilities are physically removed. "Cause" as used herein shall include but not be limited to Sprint's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct.

(F)9.2.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to Sprint. Upon determination by Qwest that it no longer needs Pole/Innerduct, or upon a sale of Poles/Innerduct to another party, and with the concurrence of the other joint user(s), if necessary, Sprint shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its facilities therefrom. Sprint will be given the option to buy Poles/Innerduct that Qwest no longer intends to keep. Failure to remove its facilities within sixty (60) calendar days, or, in the alternative, to make other written arrangements with

Qwest, and where applicable, the property owner, shall be deemed an election to purchase the Poles/Innerduct at the current market value. If there is a dispute over the fair market value, the dispute resolution process will apply.

(F)9.2.6 Qwest retains the right to determine the availability of space on Poles, Conduits, Innerduct and ROW. In the event Qwest determines that rearrangement of the existing facilities on Poles, Conduits, Innerduct and ROW is required before Sprint's facilities can be accommodated, the cost of such modification will be included in Sprint's non-recurring charges for the associated agreement ("Make-ready fee"). Cost recovery shall follow the state prescribed methodology.

(F)9.2.7 Qwest shall make manhole ingress and egress for Innerduct access available to Sprint. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole. The Qwest standard duct is four inches in diameter, and a four inch diameter core shall be used for entry in Qwest manholes.

(F)9.2.8 Where such authority does not already exist, Sprint shall be responsible for obtaining the necessary legal authority to occupy Poles, Conduit and Innerduct on governmental, federal, Native American, and private rights of way. Sprint shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at Sprint's sole expense, in order to perform its obligations under this Agreement. Sprint shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. Sprint shall comply with all conditions of rights-of-way and permits. Once such permission is obtained all such work will be performed by Qwest.

(F)9.2.9 A POI manhole, placed near the Central Office manhole, will be used for Sprint to gain access to the Qwest Central Office. An entrance cable may be pulled through the Central Office manhole into the Qwest cable vault. Splicing will not be permitted in the Central Office manhole, but will be permitted in the POI manhole.

(F)9.2.10 Sprint's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore/Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the

more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. Sprint's standard maintenance practices for facilities shall be made available to Qwest upon request. Sprint shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

(F)9.2.11 If Sprint requests Qwest to replace or modify existing Poles, Conduit or Innerduct to increase its strength or capacity for the sole benefit of Sprint, Sprint shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments to new Poles, Conduit or Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles, Conduit or Innerduct, if necessary. Ownership of new Poles, Conduit or Innerduct shall vest in Qwest. Upon request, Qwest may permit Sprint to install poles, conduit or innerduct. Qwest reserves the right to reject any non-conforming replacement pole, conduit or innerduct installed by Sprint. To the extent that a modification is incurred for the benefit of multiple parties, Sprint shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring poles, conduit or innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and Sprint shall be responsible for its proportionate share of the modification cost.

(F)9.2.12 Notification of modifications initiated solely by or on behalf of Qwest shall be provided to Sprint at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. Qwest shall bear the costs of such modification if Sprint provides Qwest with authorization to rearrange Sprint's facilities or cooperates in coordinating with Qwest the rearrangement of Sprint's facilities. The Parties will mutually agree to a date and time for the rearrangement, which may be longer than sixty (60) days for Sprint to complete its work. The Parties agree they will not withhold reasonable accommodations from each other. If Sprint fails to respond to Qwest's request for rearrangement of Sprint's facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Sprint shall assume all liability for rearrangement of their facilities and Qwest shall not be responsible for reimbursing Sprint for the cost of the rearrangement. Nothing in this provision prohibits Qwest from making necessary rearrangements to comply with government obligations. Sprint will be obligated to reimburse Qwest for any

additional cost Qwest incurs due to Sprint's failure to respond to Qwest's request for rearrangements.

(F)9.2.13 Qwest shall notify the Sprint control center to advise of routine maintenance, and construction affecting poles, conduit or innerduct that may impact Sprint facilities. In emergency situations, Qwest shall notify the Sprint control center at the earliest practicable time of performing such work.

(F)9.2.14 Sprint shall provide written notice to Qwest, in advance, of the date when Sprint will complete construction of its facilities. Qwest shall advise Sprint in writing of the date when Qwest will conduct its final construction inspection. If, during its final inspection, Qwest identifies non-complying conditions, Qwest will notify Sprint in writing.

(F)9.2.15 Upon final construction and notification of non-complying conditions by Qwest, if any, Sprint will take action to correct such non-complying conditions within the period of time agreed to by Qwest and Sprint. Sprint agrees to use its best efforts to expeditiously complete the necessary corrections. If corrections are not completed within the specified period, occupancy authorizations for the poles, conduit or innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Sprint has energized the facilities occupying said poles, conduit or innerduct system and Sprint shall remove its facilities from said Poles, Conduit or Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to Sprint until such non-complying conditions are corrected or until Sprint's facilities are removed from the Poles, Conduit or Innerduct system where such non-complying conditions exist. If agreed in writing between both Parties, Qwest shall perform or have performed such corrections and Sprint shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

(F)9.2.16 Once Sprint's facilities begin occupying the Poles, Conduit or Innerduct system, Qwest may perform periodic inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that Sprint has in any other way failed to comply with the provisions of this Agreement; in which case Sprint shall reimburse Qwest the costs of inspections and re-inspections, as required. If Qwest schedules any subsequent inspections or re-inspections to ensure Sprint's facilities are in compliance, .Qwest will provide Sprint at least forty-eight (48) hours written notice so they may accompany Qwest on such inspections and re-inspections.

(F)9.2.17 The costs of final inspections and inspections which are necessary due to the existence of non-complying conditions or unauthorized occupancy shall be assessed to Sprint.

(F)9.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest nor relieve Sprint of any responsibilities, obligations, or liability assigned under this Agreement.

(F)9.2.19 Should Qwest, under the provisions of this Agreement, remove Sprint's facilities from the poles, conduit or innerduct, Qwest will deliver the facilities removed upon payment by Sprint of the cost of removal, storage and delivery, and all other amounts due Qwest. If Sprint removes facilities from poles, conduit or innerduct for other than repair or maintenance purposes, no replacement on the same poles, conduit or innerduct shall be made if there are any undisputed charges due Qwest for previous occupancy that have not been paid in full. Sprint shall advise Qwest in writing as to the date on which the removal of facilities from the poles, conduit or innerduct has been completed.

(F)9.2.20 If any facilities are found attached to poles, conduit or innerduct for which no agreement is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and Sprint agrees to pay a charge of $200.00 per pole, $200.00 per use of a conduit (a conduit may be an isolated conduit or conduits between manholes or other structures), and $200.00 per innerduct run (an innerduct run is the use of innerduct between two manholes), plus payment as specified in this Section. Sprint is required to submit in writing, within ten (10) days after receipt of written notification from Qwest of the unauthorized occupancy, a poles, conduit or innerduct application. If such application is not received by Qwest within the specified time period, Sprint will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or Qwest may remove Sprint's facilities without liability, and the cost of such removal shall be borne by Sprint.

(F)9.2.21 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. Sprint shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

(F)9.2.22 Each Party shall provide the other Party access to its poles, ducts, ROW and conduits it controls on terms, conditions and

prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.

(F)9.2.23 Any authorization to use or modify a pole line or conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.

(F)9.2.24 The Parties will take no action to intervene against, or attempt to delay, the granting of permits to the other for use of public ROW's or access with property owners. The Parties may assist each other with ROW acquisition, and will compensate each other for time and expenses associated with ROW acquisition.

(F)9.2.25 Application Fees related to engineering surveys for potential ROW use shall be cost-based as defined by the FCC rules.

(F)9.2.26 Qwest will allow Sprint's facilities to enter Qwest's manholes through conduit break-outs as specified by Qwest. Entrance to conduits or innerduct will only be permitted at manholes. Qwest will allow Sprint to make inspections of manholes to verify usage and space availability. The splicing of Sprint's facilities will be permitted in the Qwest manholes when such manholes are designed to accommodate splices.

(F)9.2.27 Qwest will provide information on the location of, and the availability of pole attachment or innerduct occupancy, to Sprint when requesting such information, within 10 calendar days after the request. The information Qwest provides to Sprint will be based on Qwest's records and not on field verification.

(F)9.2.28 The Parties shall not attach, or knowingly permit other entities to attach facilities, on each other's existing facilities without the other's prior written consent.

(F)9.2.29 Qwest shall make available to Sprint, by lease or license, an entire innerduct for that section of innerduct between manholes, as requested by Sprint.

(F)9.2.30 The Parties shall provide a single point of contact to the other for negotiating structure leases and ROW agreements.

(F)9.2.31 On any new build, relocation or modification in which Sprint participates, Sprint shall have the option to be present at the field survey and Qwest shall provide Sprint at least 24 hours notice prior to the start of such field survey. During the field survey, Qwest shall allow Sprint personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.

(F)9.2.32 At Sprint's request and Sprint's acceptance of a Qwest cost estimate, Qwest shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for Sprint's requirements. Subject to the requirements above, the Parties shall mutually agree upon the time frame for the completion of such work. If the Parties are unable to agree to a schedule, the Parties shall use the dispute resolution process under this Agreement.

(F)9.2.33 Sprint may, at its option, make pole attachments using Sprint or Sprint designated Qwest approved contractors to attach its equipment to Qwest poles. The approval of any third party contractor shall not be unreasonably withheld.

(F)9.2.34 Upon receipt of notification from Qwest of its intent to modify or alter any ROW, conduit or pole line which contains Sprint's facilities, Sprint will notify Qwest within twenty (20) calendar days that it intends to add to or modify its facilities in association with Qwest addition or modification. The Parties will coordinate their work efforts and time frames. Sprint shall bear its proportionate share of the costs incurred by Qwest in making such facilities accessible.

(F)9.2.35 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, each Party shall bear its proportionate cost of relocating the ROW, conduits or poles. Qwest is responsible for the costs of moving the structure and its facilities, while Sprint is responsible for the costs to move its facilities located on or in the structure. To the extent that Sprint has a separate permit for a ROW, Sprint will be responsible for obtaining a new permit. If Sprint elects to add new facilities during the relocation effort, Sprint shall pay the costs of any new Sprint facilities and the costs of installation of those facilities in the newly rebuilt Qwest ROW, conduits or poles.

(F)9.3 Rate Elements

(F)9.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.

(F)9.3.2 Field Verification Fee - (Request Phase) A non-refundable charge which recovers the cost for the field survey required for a site investigation and to determine scope of any required make-ready work.

(F)9.3.3 Make-Ready Work- A non-refundable charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases this could

include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.

(F)9.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of space on a pole.

(F)9.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(F)9.4 Ordering

The Ordering Process has three distinct steps:

(F)9.4.1 Inquiry - Upon request for either Pole Attachment or Innerduct Occupancy, Qwest will provide Sprint with a document of *General Information, Terms and Conditions for Pole Attachment and Innerduct Occupancy Form* along with a description of the application process. Sprint will review the documents and provide Qwest with a diagram of the Sprint requested route, including the beginning and ending points. Sprint will include the appropriate Inquiry Fee with its inquiry.

(F)9.4.2 Inquiry Review – Innerduct. Qwest will complete the database inquiry and prepare a duct structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to Sprint within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates. The Innerduct Review quotation shall be valid for ninety (90) calendar days.

(F)9.4.3 Request – Innerduct. Sprint will review the Inquiry results and determine whether to proceed with field verification. If desired, Sprint will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated Field Verification Fee, Qwest will provide the requested information which may include the following as needed: a review of public and internal ROW records for restrictions and to identify to Sprint what additional ROW permission is required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability of existing Innerduct; identification of Make-ready costs required to provide Innerduct; the schedule in which the Make-

ready work will be completed; and the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided and shall be completed within thirty-five(35) calendar days for a standard inquiry of Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and Sprint and identified in the Cost Quotation.

(F)9.4.4 Agreement – Poles and Innerduct. Upon completion of the procedures described above, Qwest shall provide Sprint a statement of Make-ready costs and yearly lease rates. The review, signing and return of Attachment 2 of the General Information document, along with payment of the Make-ready and prorated lease charges for the current year, shall be accepted as an agreement for the attachment or occupancy. Upon receipt of the accepted agreement from Sprint and applicable payment for the Make-ready fees identified, Qwest will assign Sprint's requested space and complete the Make-ready work which may be required. Qwest will notify Sprint when Poles/Innerduct are ready for attachment of facilities. Upon request from Sprint, Qwest may negotiate to perform the work of attaching Sprint's facilities.

(F)9.4.5 Make-ready Cost for Poles, Conduit or Innerduct - The estimated costs included in the REQUEST Quotation are used to cover the actual costs incurred by Qwest in determining if space is available to meet Sprint's request. Likewise, estimates of Make-ready in the agreement are used to cover actual costs. When Qwest becomes aware that the actual costs of the requested work will exceed estimated costs by more than ten percent (10%), Qwest will notify Sprint. If the Parties disagree on how the cost overrun will be resolved, the Parties will invoke the Dispute Resolution process under this Agreement. If the actual costs are less than the estimate, an appropriate credit will be issued upon request. If Qwest denies the poles, conduit or innerduct request, Qwest shall do so in writing, specifying the reasons for denial along with all relevant evidence supporting denial pursuant to 47 USC Section 224(f)(2) and will also refund the difference between the costs incurred and those prepaid by Sprint, if any.

(F)9.5 Billing

Sprint agrees to pay Qwest poles and innerduct fees as specified in Part H. Fees will be computed in compliance with applicable local, state and federal guidelines. Such fees will be assessed annually as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(F)9.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and Sprint, repairs shall be effectuated on a nondiscriminatory priority basis as established by

local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(F)10. InterNetwork Calling Name

(F)10.1 Description

InterNetwork Calling Name (ICNAM) is a Qwest service that allows Sprint to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to Sprint's end users.

ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

(F)10.2 Terms and Conditions

(F)10.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). Sprint is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

(F)10.2.2 In response to proper signaling queries, Qwest will provide Sprint with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. The effect being that the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

(F)10.2.3 Qwest will allow Sprint to query Qwest's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

(F)10.2.4 The ICNAM service shall include the database query and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from Sprint's network to Qwest's local STP is provided via Links which are described and priced in the CCSAC/SS7 Section of this Agreement.

(F)10.2.5 Sprint warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved

standards for SS7 protocol and per the following specification standard documents:

- Bellcore/Telcordia-SS7 Specification, TR-NPL-000246
- ANSI-SS7 Specifications
- Message Transfer Part T1.111
- Signaling Connection Control Part T1.112
- Transaction Capabilities Application Part T1.114
- Bellcore/Telcordia-CLASS Calling Name Delivery
- Generic Requirements, TR-NWT-001188
- Bellcore/Telcordia-CCS Network Interface Specifications, TR-TSV-000905

(F)10.2.6 Sprint acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. Sprint will adhere to other applicable standards, which include Bellcore/Telcordia specifications defining service applications, message types and formats. Qwest reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with Sprint.

(F)10.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. Sprint may elect to use their own its own subsystem value. Sprint acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

(F)10.2.8 Sprint acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. Sprint further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to Sprint any instances where overload controls are invoked due to Sprint's SS7 network, and Sprint agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

(F)10.2.9 Qwest shall exercise best efforts to provide Sprint accurate and complete ICNAM information. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for Sprint's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system

outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by Sprint.

(F)10.2.10 Sprint shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, Sprint will not reveal that caller's name or number to the called party (Sprint's end user). Sprint will comply with all FCC guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. Sprint agrees to indemnify and hold Qwest harmless for any claims by third parties resulting from Sprint's failure to comply with this provision.

(F)10.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. Sprint agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. Sprint will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by Sprint to its end user after Sprint initiated a ICNAM query to Qwest's ICNAM database.

(F)10.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if incoming calls are so excessive as determined by Qwest that the ICNAM database cannot operate in a quality manner. Such discontinuance will affect all carriers, including Qwest, on a non-discriminatory basis.

(F)10.3 Rate Elements

Rate elements for ICNAM services are contained in Part H of this Agreement.

(F)10.4 Billing

Sprint agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided. If Sprint experiences an unacceptable level of improperly formatted responses or failed queries it may at it's option dispute billing and seek resolution with Qwest.

ICNAM rates will be billed to Sprint monthly by Qwest for the previous month.

(F)11. Custom Local Area Signaling Services (CLASS)

(F)11.1 CLASS services as retail services offered by Qwest and CLECs are not included in this Section of the Agreement. This Section pertains to the Interconnection of the Parties' networks for purposes of transporting inter-company CLASS related data.

(F)11.2 Upon request by Sprint the Parties will engage in joint planning to identify the necessary translations to accomplish the transport of CLASS data. This will require Sprint to have SS7 capability and meet the connectivity requirements contained in Part E of this Agreement.

Part F - EXHIBIT A - FORMULA
Switched Access Compensation with INP

1. Average MOUs by jurisdiction per line. *(Source: ARMIS)*	
a. Interstate/InterLATA terminating MOUs per line, monthly	
b. Intrastate/InterLATA terminating MOUs per line, monthly	
c. Intrastate/IntraLATA terminating MOUs per line, monthly	

2. INP lines eligible for Switched Access *(Source:Qwest CHQ DB)*	
a. Total INP lines	
b. minus INP lines associated with ISPs	
c. Eligible lines	

3. Calculate Total Terminating INP MOU by Jurisdiction (Multiple average MOU by total INP eligible lines)	
a. Total Interstate/InterLATA MOU per State (Step 1a x Step 2c)	
b. Total Intrastate/InterLATA MOU per State (Step 1b x Step 2c)	
c. Total Intrastate/IntraLATA MOU per State (Step 1c x Step 2c)	

4. Sprint Revenue Distribution by Rate Element Factors	(a) Interstate InterLATA Switched Access	(b)Intrastate InterLATA Switched Access	c) Intrastate/ IntraLATA Switched Access
*Carrier Common Line	100%	100%	100%
*Local Switching	100%	50%	50%
*Interconnection Charge	100%	100%	100%
*End Office Shared Port	100%	NA	NA
*Tandem Transmission	50%	50%	50%
*Tandem Switching	0%	0%	0%

**(Rates for Interstate/InterLATA, Intrastate/ InterLATA and Intrastate/IntraLATA rate elements are identified in the appropriate Qwest switched access tariffs)*

5. Total Due	
Interstate/InterLATA Switched Access (Step 3a) x (Tariffed Rate x Revenue Distribution identified in 4a)	$
Intrastate/InterLATA Switched Access (Step 3b) x (Tariffed Rate x Revenue Distribution identified in 4b)	$
Intrastate/IntraLATA Switched Access (Step 3c) x (Tariffed Rate x Revenue Distribution identified in 4c)	$ =
Total	$
(Minus Local Compensation Charges previously paid to Sprint in accordance with Interconnection Agreement/Commission Order)	(-) =
Total Due to Sprint	$

PART G- MISCELLANEOUS PROVISIONS

(G)1. Network Security

(G)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(G)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. The Parties are responsible for training their employees on such security requirements and penalties.

(G)1.1.2 Each Party's telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for training their employees on such security requirements and penalties.

(G)1.1.3 Qwest will review the security requirements and hours of access with Sprint. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to, the requirement that all Sprint approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. Sprint personnel found outside of designated and approved areas will be escorted away from those non-approved areas and reported to Qwest Security. Repeated violations will result in denial of access to Qwest facilities and a possibility of criminal penalties.

(G)1.1.4 Qwest will use the appropriate contact noted on the Sprint questionnaire to inform Sprint by telephone of any emergency related activity that Qwest or its subcontractors may be performing which could potentially affect the equipment in the collocated space occupied by Sprint.

((G)1.1.5 Qwest shall provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Sprint personnel and its designated agents.

(G)1.1.6 If, during installation, Qwest determines Sprint activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, Qwest has the right to stop all Collocation work until the situation is remedied. 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 Central Office, Qwest may perform such work and/or take action as is necessary to correct the condition at Sprint's expense. Qwest will notify Sprint's Collocation Manager in person or by telephone, at its earliest practicable time, of such action and will confirm such action with written notice.

(G)1.1.7 Inasmuch as both Qwest and Sprint employees will be working in Qwest Central Offices, both Qwest and Sprint share responsibility for security and network protection. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of the other Party. Unauthorized use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which Sprint may use in the course of work operations. Qwest assumes no liability to Sprint, its agents, employees or representatives, if Sprint uses a Qwest ladder available in the Wire Center.

(G)1.1.8 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

(G)1.1.9 In the event that one Party's employees, agents or representatives, inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party, by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

(G)1.1.10 Each Party shall comply at all times with Qwest's legal and reasonable security and safety procedures and requirements. Such procedures and requirements will be provided to Sprint.

(G)1.1.11 Qwest will allow Sprint to inspect or observe spaces which house or contain Sprint equipment or equipment enclosures at any time and to furnish Sprint with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Sprint space, in a manner consistent with that used by Qwest.

(G)1.1.12 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives to emergency access only. Sprint shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

(G)1.1.13 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Sprint to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

(G)1.1.14 Sprint agrees to enforce the following Qwest safety and security requirements:

(G)1.1.14.1 Train its employees, agents and vendors on Qwest security policies and guidelines.

(G)1.1.14.2 When working on Qwest ICDFs or in Qwest equipment line-ups, Sprint employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

(G)1.1.14.3 Report to Qwest all property, material and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card. All security incidents are to be referred directly to local Qwest Security – 1-888-Qwest-SECURE. In cases of emergency, call 911 and 1-888-Qwest-SECURE.

(G)1.1.14.4 Require its employees to wear the identification/access card above the waist so it is visible at all times.

(G)1.1.14.5 Ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

(G)1.1.14.6 Secure and lock all doors and gates.

(G)1.1.15 Sprint's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

(G)1.1.16 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting Sprint to denial of unescorted access.

(G)1.1.17 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

(G)1.1.18 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.

(G)1.1.19 Sprint's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, except as provided for in the Collocation Section of this Agreement.

(G)1.1.20 Any Qwest employee may request Sprint's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

(G)1.1.21 Qwest is not liable for any damage, theft or personal injury resulting from Sprint's employees, agents or vendors parking in a Qwest parking area.

(G)1.1.22 Sprint's employees, agents or vendors outside the designated Sprint access area or without proper identification will be asked to vacate the premises and Qwest Security will be notified.

Continued violations may result in termination of access privileges.

(G)1.1.23 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)

(G)1.1.24 Sprint will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. Sprint and Qwest will meet to review applications and security requirements.

(G)1.1.25 Sprint employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Sprint's space and other essential facilities. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

(G)1.1.26 Sprint will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Sprint and forward them to Qwest Security. If cards or keys cannot be collected, Sprint will immediately notify Qwest at 800-210-8169.

(G)1.1.27 Sprint will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

(G)1.1.28 To the degree that Qwest employees are required to do so, Sprint employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

(G)1.1.29 Sprint will notify Qwest if Sprint has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

(G)1.1.30 Sprint will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to Sprint's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

(G)1.2 Revenue Protection - Qwest shall make available to Sprint all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes and call blocking. Qwest

shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems and signaling which include but are not limited to LIDB Fraud monitoring systems.

(G)1.2.1 Uncollectable or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

(G)1.2.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the party having administrative control of access to said Network Element or operational support system software.

(G)1.2.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

(G)1.2.4 To the extent that incremental costs are directly attributable to a Sprint requested revenue protection capability, those costs will be borne by Sprint.

(G)1.2.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the causing Party must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

(G)1.3. Law Enforcement Interface

Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

(G)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will

be billed directly to the law enforcement agency, without involvement of Sprint, for any lines served from Qwest Wire Centers or cross boxes.

(G)1.5 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Sprint will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Sprint must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Sprint will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

(G)2. Access To Operational Support Systems (OSS)

(G)2.1 Description

(G)2.1.1 Qwest will provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between Sprint's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces will support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each. This section describes the interfaces that Qwest will provide to Sprint. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide". Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to Sprint consistent with the provisions of this Section.

(G)2.1.2 Through its electronic gateways, Qwest shall provide Sprint nondiscriminatory access to Qwest's operational support systems for pre-ordering, ordering and provisioning, maintenance and repair, and billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide Sprint access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide Sprint access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete.

(G)2.2 OSS Support for Pre-Ordering, Ordering and Provisioning

The Parties agree that the preferred method of exchanging information is electronic exchange. Where electronic exchange is not available, the Parties may exchange orders via a manual process.

(G)2.2.1 Local Service Request (LSR) Ordering Process

(G)2.2.1.1 Sprint shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

(G)2.2.1.2 The EDI interface provides a single interface for Pre-Order and Order transactions from Sprint to Qwest and is transaction based, rather than batch based. The interface standards for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guideline and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 with exceptions as specified in the IMA and EDI disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

(G)2.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from Sprint to Qwest and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA, and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

(G)2.2.1.4 The products that can be ordered via either the SOAR EDI or the IMA GUI interface are listed in the Interconnect & Resale Resource Guide.

(G)2.2.1.5 Functions

(G)2.2.1.5.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order consists of the following functions: validate address, check service availability, review Customer Service

Record (CSR), check facility availability, reserve telephone numbers, and schedule appointments. The electronic interface gateways provide on-line capabilities to perform these functions. Not all functions apply to all products.

(G)2.2.1.5.1.1 The function of validating an address will verify the end user's address. No detailed facility information (i.e., cable pair) will be returned as part of this transaction.

(G)2.2.1.5.1.2 Service Availability will return the list of (1) POTS products and services available in the Central Office switch serving a particular end user address, which will indicate to Sprint, among other things, which products and services are authorized for resale in the Central Office switch serving a particular end user address and (2) non-switched-based products and services that Sprint is authorized to provide according to its interconnection Agreement with Qwest.

(G)2.2.1.5.1.3 Review Customer Service Record (CSR) gives Sprint the ability to request a display of local exchange services and features (CPNI) Qwest is currently providing to an end user.

(G)2.2.1.5.1.4 Check Facility Availability will provide an indication of whether existing facilities are available or if new facilities are required, and if a technician must be

dispatched to provide the facilities requested at the end user's address. This transaction does not reserve facilities and does not guarantee that facilities will or will not be available when the order is submitted.

(G)2.2.1.5.1.5 Reserve Telephone Numbers provides Sprint with the ability to select an end user's telephone number. If the end user requests a specific number, range of numbers, or a vanity number, Sprint must call Qwest's ISC and the request will be handled manually and in the same manner Qwest provides to itself.

(G)2.2.1.5.1.6 The reservation process is further divided into telephone number availability, selection, exchange and return functionality. Expiration period for selection and submission of Telephone Number are:

- A period up to thirty (30) minutes in which to make a telephone number selection. If this time limit is exceeded, and no attempt has been made to select the telephone numbers, the telephone numbers are sent back to the OSS and an error message is displayed on the LSR. A new query will need to be performed for available telephone numbers.

- When a telephone number has been reserved, there is a twenty-four (24) hour period that the telephone number may be included on an LSR. If the time limit is exceeded, the telephone number is returned to the OSS.

(G)2.2.1.5.1.6 Schedule Appointment allows Sprint to retrieve a calendar of available appointments and to reserve an appointment date and time so that a technician can be dispatched for premises and/or non-premises work.

(G)2.2.1.5.1.7 Expiration period for selection and submission of Appointment Reservation are:

- A selection must be made within a thirty (30) minute period. If an appointment has been selected and the time limit was exceed-ed, an error message will display. If the error message displays, an updated list of available appointments will need to be requested. If an appointment has already been reserved for this Purchase Order Number, the Appointment Confirmation window will be displayed and will be prepopulated with confirmation number, appointment date and time, expressed in after and before times.

- Appointments are reserved for a 24-hour period. If the appointment is not attached to a submitted order within 24 hours, the appointment is returned. When the appointment is successfully reserved, confirmation of the appointment will be displayed to Sprint.

(G)2.2.1.5.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is: Create New LSR, Open LSR, Query LSR Status and FOC Return.

(G)2.2.1.5.2.1 Create New LSR allows entry of information specific to the LSR, including required OBF forms, validates information and submits the LSR for processing.

(G)2.2.1.5.2.2 An open LSR allows Sprint to save in a pending status, for up to thirty (30) calendar days, an LSR that Sprint is not ready to submit for processing. When an LSR is saved as pending, all the data in all the forms associated with the LSR is saved. This feature permits Sprint to access, edit, submit, re-save, and purge a pending LSR.

(G)2.2.1.5.2.3 Sprint may also supplement or cancel an LSR that is in progress.

(G)2.2.1.5.2.4 Query LSR Status allows Sprint to obtain the status of the LSR. Status is provided to Sprint upon inquiry. Order status functions include the following: Submitted, In Review, Issued, Rejected, Errored, Completed and Jeopardy.

(G)2.2.1.5.2.5 FOC Return returns a Firm Order Confirmation to Sprint. The FOC confirms that Qwest has received a SR, issued an order, and provides the assigned order number for tracking.

(G)2.2.1.6 Forecast of Usage

(G)2.2.1.6.1 Sprint shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

(G)2.2.1.6.2 Qwest will use Sprint's forecast to provide Sprint sufficient capacity to provide the services and elements requested. If Sprint exceeds its capacity without sufficient notification to enable Qwest to make appropriate adjustments, and to the extent that the increased usage causes degradation to other users' response times, Sprint's use of its capacity on the IMA or EDI server may be in jeopardy of limitation until a resolution can be mutually agreed to by both Parties. Qwest will notify Sprint prior to any limitation of Sprint's use of the IMA or EDI server; however Qwest reserves the right to discontinue use if all efforts to mitigate the problems have been unsuccessfully exhausted.

(G)2.2.1.6.3 When Sprint requests from Qwest more than twenty SecureIDs, Sprint shall use a T1 line instead of dial-up capabilities.

(G)2.2.1.7 Access Service Request (ASR) Ordering Process

(G)2.2.1.7.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to Qwest from Sprint. It is Sprint's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(G)2.2.1.8 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from Sprint to Qwest. This interface is based upon the OBF LSOG and ANSI ASC X12 standards, version 4010. This interface enables Sprint listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Sprint via an EDI 855 transaction.

(G)2.2.2 Maintenance and Repair

(G)2.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end users' repair and maintenance needs as reported to Sprint. They facilitate the exchange of updated information and progress reports between Qwest and Sprint while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

(G)2.2.2.2 Sprint shall use the electronics interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

(G)2.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

(G)2.2.2.4 The IMA GUI also provides a single interface for trouble reporting from Sprint to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI interface currently supports trouble reporting for resale and UNEs.

(G)2.2.2.5 Functions

(G)2.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes will be made available to Sprint in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, or cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.

(G)2.2.2.5.1.1 Open Trouble Report is the mechanism that captures information needed to resolve the trouble. Once a TR has been opened, if Sprint is using MEDIACC EB, Qwest sends an electronic transaction to Sprint identifying information about the TR (*e.g.,* commitment date and tracking number).

(G)2.2.2.5.1.2 In IMA for POTS, and in Electronic Bonding Test Access (EBTA) for POTS and designed services, Modify Trouble Report allows Sprint to modify the

trouble severity (for example; change from "service affecting" to "out of service") and trouble narrative on a TR until it has been cleared.

(G)2.2.2.5.1.3 Status Change Notification provides notification to Sprint that the status of a previously opened TR has changed. If Sprint is using MEDIACC EB, Sprint will receive this notification via an electronic transaction. If Sprint is using the IMA GUI interface, Sprint will receive this notification via email and/or fax.

(G)2.2.2.5.1.4 View Trouble Report Status/Trouble Report Status Request allows Sprint to view the status of an opened Trouble Report if Sprint is using IMA GUI. If Sprint is using MEDIACC EB, Qwest sends an electronic transaction to Sprint with the status of an opened TR after Sprint sends an electronic transaction to request the status.

(G)2.2.2.5.1.5 Cancel Trouble Report allows Sprint to request cancellation of a previously opened TR. Once a request to cancel is received, an orderly cessation of the trouble resolution process begins. If Qwest has completed any work before the trouble resolution process is stopped, charges to Sprint may apply.

(G)2.2.2.5.1.6 The IMA Trouble Report History provides Sprint with

historical information on up to the last three trouble reports. For resale, the disposition and trouble report date and time are provided. For design services and UNEs, the trouble report date and time, a text description of the disposition, the Qwest Trouble Report Number, and the trouble type are provided.

(G)2.2.2.5.1.7 Resubmit/Delete allows trouble reports to be resubmitted or deleted via IMA GUI if, prior to entering Qwest's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered Qwest's OSS. This transaction is currently available only via IMA GUI.

(G)2.2.2.5.1.8 Close a Trouble Report, for resale, allows Qwest to close the TR once work is complete. For design services and UNEs, Qwest sends Sprint a request for verification to close. Sprint then authorizes or denies the closure. Sprint has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed. Qwest provides notification to Sprint that a TR has been closed because the trouble was resolved. Additional information (*e.g.,* disposition, disposition description, outage duration, maintenance of service, charge indicator) is also included. If Sprint is using MEDIACC EB, Sprint

will receive this response via an electronic transaction. If Sprint is using the IMA GUI interface, Sprint will receive this response via email and/or fax.

(G)2.2.2.5.1.9 Metallic line test (MLT) results give Sprint the ability to request a loop test for POTS service via EBTA. When Sprint submits a TR through IMA, the technician handling the TR will order a MLT test in appropriate situations.

(G)2.2.3 Hours of Operation

Qwest's OSS interfaces are typically available 23 hours a day. The following times represent the period when Qwest commits that it will have personnel available to assist Sprint:

All referenced times are Mountain Time.

Function	Monday – Friday	Saturday	Sunday
IMA Pre-Order & Order	06:00 – 20:00		
Exact Order	06:00 – 19:00	07:00 – 17:00	
Repair	02:15 – 23:15	07:00 – 21:00	13:00 – 17:00

Qwest shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. Sprint may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide Sprint current repair contact numbers.

(G)2.2.4 Billing

(G)2.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS) system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

(G)2.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset

of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

(G)2.2.5 Outputs

Output information will be provided to Sprint in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to Sprint provide more detailed information than the bills. They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

(G)2.2.5.1 Bills

(G)2.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for Sprint. These bills are segmented by state and bill cycle. The number of bills received by Sprint is dictated by the product ordered and the Qwest region in which Sprint is operating.

(G)2.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle.

(G)2.2.5.2 Files and Reports

(G)2.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated Sprint originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to Sprint with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

Resale
Unbundled Switch Port

(G)2.2.5.2.2 The charge for this Daily Usage Record File is contained in Part H of this Agreement.

(G)2.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to Sprint and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agree-ments. Whenever the daily usage information is transmitted to a

carrier, it will contain these records for these types of calls as well.

(G)2.2.5.2.4 Loss Report provides Sprint with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch Port

(G)2.2.5.2.5 Completion Report provides Sprint with a daily batch report of the prior day's activity. This report is used to advise Sprint that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- Interim Number Portability
- Resale
- Unbundled Loop
- Unbundled Line-side Switch
- This report media is described in Exhibit C.

(G)2.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and Sprint. Category 1101 series records are used to exchange detailed access usage information.

(G)2.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

These mechanized records are available from Qwest in the following formats:

- NDM (direct connect or dial-up)
- Comet
- Tape
- Cartridge

(G)2.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- SAG provides Address and Serving Central Office Information.

- FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

- These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

(G)2.2.6 Modifications to OSS Interfaces

Sprint and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed on as needed basis or, at a minimum, quarterly. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to Sprint through the electronic gateway disclosure

document. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs.

(G)2.2.6.1 In the course of establishing operational ready system interfaces between Qwest and Sprint to support local service delivery, Sprint and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Sprint and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

(G)2.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commission and, as time permits, business requirements. Qwest will provide to Sprint the targeted final features list for modifications to the interface. Final specifications for interface modifications will be provided to Sprint three weeks prior to the release date. Sprint is required to upgrade to the current release within six months of the installation date. If Sprint demonstrates mitigating circumstances in regard to the six month install date, the Parties will make a best effort to cooperatively set a date. Qwest will provide multi-versioning on at least the current and one past version with Release 4.2. Qwest is considering a maximum of three multi-version capability.

(G)2.2.7 Sprint Responsibilities for Implementation of OSS Interfaces

(G)2.2.7.1 Before any Sprint implementation can begin, Sprint must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for Sprint.

(G)2.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and Sprint will mutually agree upon time frames for implementation.

(G)2.2.7.3 If using the EDI interfaces, Qwest will provide Sprint with a copy of the Production Readiness Verification Document. Sprint is obligated to meet the requirements specified in the Production Readiness Verification Document regardless of

whether Sprint chooses to participate in the Production Readiness Verification Test.

(G)2.2.8 Sprint Responsibilities for On-going Support for OSS Interfaces

(G)2.2.8.1 If using the IMA GUI interface, Sprint must work with Qwest to train Sprint personnel on the IMA GUI functions that Sprint will be using. Qwest and Sprint shall concur on which IMA GUI functions should be included in Sprint's training. Qwest and Sprint shall make reasonable efforts to schedule training in a timely fashion.

(G)2.2.8.2 An exchange protocol will be used to transport EDI formatted content. Sprint must perform certification testing of exchange protocol prior to using EDI.

(G)2.2.8.3 If Sprint is using EDI, Qwest shall provide Sprint with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of Sprint to schedule an appointment with Qwest for certification of its business scenarios. Sprint must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Sprint, it is the sole responsibility of Sprint to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Sprint's schedule through the use of alternative hours.

(G)2.2.8.4 If Sprint is using the EDI interface, Sprint must work with Qwest to certify the business scenarios that Sprint will be using in order to ensure successful transaction processing. Qwest and Sprint shall mutually agree to the business scenarios for which Sprint is required to be certified. Certification is granted only for a specific release of EDI. New releases of EDI may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each EDI release. Notice of the need for re-certification will be provided to Sprint three weeks prior to the release date.

(G)2.2.8.5 In the event of electronic interface trouble, Sprint shall use its best efforts to isolate and resolve the

trouble using the guidelines provided in the Production Readiness Verification document. If Sprint cannot resolve the problem, then Sprint should contact the Local Service Provider (LSP) Systems Help Desk. The LSP Systems Help Desk is Sprint's Single Point of Contact for electronic interface trouble.

(G)2.2.9 Sprint Support

(G)2.2.9.1 Qwest shall provide adequate assistance to Sprint for Sprint to understand how to implement and use the OSS functions to which Qwest is providing access. This assistance will include training, documentation, and a LSP Help Desk. The LSP Help Desk will provide a single point of entry for Sprint to gain assistance in areas involving connectivity, system availability, and file outputs. The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays. The Help Desk areas are further described below.

(G)2.2.9.1.1 Connectivity covers trouble with Sprint's access to the Qwest system for hardware configuration requirements with relevance to EDI and IMA GUI; software configuration requirements with relevance to EDI and IMA GUI; modem configuration requirements, T1 configuration and dial in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

(G)2.2.9.1.2 System Availability covers system errors generated during an attempt by Sprint to place orders or open trouble reports through EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

(G)2.2.9.1.3 File Outputs covers Sprint's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill,

Category 11 Report and SAG/FAM Reports.

(G)2.2.9.2 Additional assistance to CLECs is available through various web sites. These web sites provide electronic interface training information and user documentation and technical specifications.

(G)2.2.10 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of appropriate cost docket hearings. Qwest shall establish rates for any systems charges not included in appropriate cost docket hearings.

(G)3. Access To Telephone Numbers

(G)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(G)3.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(G)3.3 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(G)3.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia (Bellcore) or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(G)4. Dialing Parity

The Parties shall provide dialing parity to each other as required under the Act and FCC rules. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

(G)4.1 Qwest shall make N11 services it deploys in its network available as required by the Act and FCC Rules, to the extent technically available.

(G)5. Qwest Dex

Qwest and Sprint agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Sprint and directory publishers, including Qwest Dex. Qwest acknowledges that Sprint may request Qwest to facilitate discussions between Sprint and Qwest Dex.

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(G)6. Notice of Changes

(G)6.1. If a Party plans a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

(G)6.2. Examples of changes that Qwest must provide notification of include but are not limited to: any pending tandem moves, NPA splits, or scheduled maintenance outages in advance. Notices should provide enough time for Sprint to react.

Notice will be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

(G)7. Referral Announcement

When an end user changes from Qwest to Sprint, or from Sprint to Qwest, and does not

retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

(G)8. Maintenance and Repair

(G)8.1 Service Levels

(G)8.1.1 Qwest will alarm its equipment that carries Sprint's traffic in the same manner that Qwest alarms its equipment that carries Qwest's traffic.

(G)8.1.2 Both Parties agree to manage their network switches in accordance with the Bellcore/Telcordia LSSGR.

(G)8.1.3 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself.

(G)8.1.4 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Sprint to provide similar service quality to that provided by Qwest to its end users.

(G)8.1.5 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

(G)8.2 Branding

Should Qwest need to use various forms for communication with Sprint end users (while out on premise dispatches on behalf of Sprint, for example), Qwest will use unbranded forms.

(G)8.3 Service Interruptions

(G)8.3.1 Each carrier has the duty to alert the other(s) to any network events (planned/unplanned outage) that can result or have resulted in service interruption, blocked calls, changes in network performance, within a reasonable timeframe appropriate to the degree of the nature of the outage.

(G)8.3.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any

communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(G)8.3.3 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment. The impairing Party shall provide the impaired Party a proportionate price adjustment on the same basis that it's own customer would be entitled to a price adjustment.

(G)8.3.4 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(G)8.3.5 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(G)8.3.6 Upon Sprint's request, Qwest shall provide, at the same level it provides itself, its affiliates to the extent required by law, or similarly situated third party telecommunications carriers, status reports so that Sprint will be able to provide end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). Qwest will close all trouble reports with Sprint. Sprint will close all trouble reports with the end-user.

(G)8.3.7 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(G)8.3.7.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

(G)8.3.7.2 The Parties shall cooperate in isolating trouble conditions.

(G)8.3.7.3. Qwest will cooperate with Sprint to show Sprint how Qwest screens trouble conditions in its own centers, so that Sprint will employ similar techniques in its centers.

(G)8.4 Trouble Isolation

(G)8.4.1 According to applicable state Tariffs, Qwest will bill appropriate Trouble Isolation Charges for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in Sprint's portion of the network.

(G)8.4.2 Other Trouble Isolation Charges may also be imposed by Qwest on Sprint for other internal repair work incurred on behalf of Sprint and later found to be in Sprint network components.

(G)8.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for Sprint or its end users.

(G)8.6 Testing/Test Requests/Coordinated Testing/UNEs

(G)8.6.1 Qwest will make the decision to test an end user's line or circuit. The test systems used by Qwest are finite, and their capacity has been designed according to Qwest's operating standards.

(G)8.6.2 Although some types of trouble reports typically will not require a test, Qwest usually runs certain standard tests on each line on which trouble has been reported.

(G)8.6.3 Prior to any test being conducted on a line, Qwest must receive a trouble report from Sprint.

(G)8.6.4 Qwest end users are not given test results. On manually-reported trouble Qwest will not provide to Sprint the test results for its trouble reports. For electronically-reported trouble, Sprint may see various basic test results.

(G)8.6.5 Qwest's test systems do not support testing of unbundled network elements. Sprint shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

(G)8.7 Work Center Interfaces

Qwest and Sprint shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

(G)8.8 Misdirected Repair Calls

(G)8.8.1 Sprint shall inform its own end users as to where to report their trouble conditions. Any misdirected repair calls will be advised to call their own telephone service provider and will be provided the correct telephone number for that purpose (this referral may occur within a voice response system or other interactive systems).

(G)8.8.2 Sprint and Qwest will employ the following procedures for handling misdirected repair calls;

(G)8.8.2.1 Sprint and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

(G)8.8.2.2 End users of Sprint shall be instructed to report all cases of trouble to Sprint. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

(G)8.8.2.3 Misdirected repair calls for local services will be referred to the other Party when the Party receiving the repair call knows that the other Party is the end user's local service provider.

(G)8.8.2.4 Sprint and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

(G)8.8.2.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.

(G)8.8.2.6 Performance targets for speed of repair call answering will be the same as Qwest's performance targets for its own end users.

(G)8.9 Major Outages / Restoral / Notification

(G)8.9.1 Qwest will notify Sprint of major network outages as soon as is practical. This notification will be via e-mail to Sprint's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds

and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards. These procedures will conform to national standard treatment of Telephone Service Priority (TSP) restoration. Sprint services will be treated at parity with Qwest and other carriers' services.

(G)8.9.2 Qwest will meet with associated personnel from Sprint to share contact information and review Qwest's outage restoral processes and notification processes.

(G)8.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

(G)8.10 Protective Maintenance

(G)8.10.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

(G)8.10.2 Qwest will work cooperatively with Sprint to develop industry-wide processes to provide as much notice as possible to Sprint of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(G)8.11 Hours of Coverage

Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(G)8.12 Escalations

(G)8.12.1 Qwest will provide trouble escalation procedures to Sprint. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes. Qwest requires, prior to escalation, that a trouble ticket has been created.

(G)8.13 Dispatch

(G)8.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(G)8.13.2 Upon the receipt of a trouble report from Sprint, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will

dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Sprint require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Sprint for those dispatch-related costs.

(G)8.13.3 For POTS lines Qwest will not request authorization from Sprint prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept Sprint authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, Sprint will be notified.

(G)8.14 Intervals

Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of Sprint end users, will receive similar commitment intervals.

(G)8.15 Jeopardy Management

Notification to Sprint will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed. This process will be the same as that used by Qwest for its own end users.

(G)8.16 Maintenance Standards

(G)8.16.1 Qwest will cooperate with Sprint to meet the maintenance standards outlined in this Agreement.

(G)8.16.2 On manually-reported trouble, Qwest will inform Sprint of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

(G)8.17 End User Interfaces

(G)8.17.1 Sprint will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

(G)8.17.2 All Qwest employees who perform repair service for Sprint end users will be trained in non-discriminatory behavior.

(G)8.18 Repair Call Handling

Manually-reported repair calls by Sprint to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.

(G)8.19 Single Point of Contact

(G)8.19.1 Qwest will provide a single point of contact for Sprint to report maintenance issues and trouble reports via electronic interfaces seven days a week, twenty-four hours a day.

(G)8.19.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Sprint for each category of trouble situation being encountered.

(G)8.20 Network Information

(G)8.20.1 Qwest maintains an information database, available to Sprint for the purpose of allowing Sprint to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

(G)8.20.2 This database is known as the ICONN database, available to Sprint via Qwest's Web site.

(G)8.20.3 CPNI information and NXX activity reports are also included in this database.

(G)8.20.4 ICONN is updated every two weeks.

(G)8.21 Maintenance Windows

(G)8.21.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

(G)8.21.2 This work usually takes place in the early morning hours and/or on weekends.

(G)8.21.3 Generally, the maintenance window is between 10:00 PM through 6:00 AM Monday through Friday and Saturday 10:00 PM through Monday 6:00 AM, Mountain Time.

(G)8.21.4 Although Qwest normally does major switch maintenance at these times, there will be occasions where this will not be possible.

(G)8.21.5 Planned generic upgrades to Qwest switches are included in the ICONN database, available to Sprint via Qwest's Web site. It is here that Sprint can find the information needed to plan for its own network requirements. The Qwest Account team assigned to Sprint will answer other inquiries.

(G)9. Bona Fide Request Process

(G)9.1 Any request for Interconnection or access to an Unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

(G)9.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Sprint and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part H of this Agreement. The form will request, and Sprint will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, and the applicable FCC rules, Sprint must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of Sprint to provide the services that it seeks to offer, and that Sprint's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Sprint must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Sprint.

(G)9.3 Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Sprint of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Sprint of the need for any additional information required to complete the analysis of the BFR.

(G)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Sprint a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.

(G)9.4.1 If Qwest determines during the thirty (30) business day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise Sprint as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.

(G)9.4.2 If Qwest determines during the thirty (30) business day period that the BFR qualifies under the Act, it shall notify Sprint in writing of such determination within ten (10) business days.

(G)9.4.3 As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Sprint that the BFR qualifies under the Act, Qwest shall provide to Sprint a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated amortized development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.

(G)9.4.4 If Sprint agrees to pay the development and construction costs, and requests Qwest to proceed:

(G)9.4.4.1 Qwest will additionally refund those development and construction costs, on a prorated basis, as set forth below, up to the next nine parties, which may include Qwest, who place an initial order within two years after Sprint for the same interconnection or Network Element.

(G)9.4.4.2 A refund to Sprint will be made two years after Qwest provides Sprint with the requested interconnection or Network Element if other CLECs take advantage of the same interconnection or Network Element purchased by Sprint. This refund amount will be determined using the proration chart set forth below and is the aggregate of all percentages shown for the total number of requestors. Qwest shall not be obligated to make any additional refunds with respect to the development costs of a particular interconnection or Network Element after two years from the date when Qwest first makes the particular interconnection or Network Element available to Sprint. All refunds will be made subject to subsequent requestors paying their share of the development and construction costs.

(G)9.4.4.3 Refund Table

Requestor	Development and/ or Construction Cost	Refund Portion	Refund to
Sprint	100%	NA	NA
2nd	50%	50.00%	Sprint
3rd	33.33%	16.67%	Sprint
4th	25%	8.33%	Sprint

5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint
10th	10%	1.11%	Sprint

No Further Refunds for additional Requestors

(G)9.5 When Qwest provides Sprint with a BFR quote, which may include a minimum volume and term commitment, then within thirty (30) business days of its receipt of the BFR quote, Sprint must either agree to purchase under that commitment, cancel its BFR, or request Qwest to negotiate other terms. If the Parties cannot reach an Agreement, then Sprint can seek dispute resolution under the terms of this Agreement.

(G)9.6 If Sprint has agreed to minimum volume and term commitments under the preceding paragraph, Sprint may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Sprint will pay Qwest's reasonable development costs incurred to the date of cancellation in complying with Sprint's request for Qwest to provide the Interconnection or Network Element, to the extent not otherwise amortized.

(G)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(G)10. Audit Process

(G)10.1 "Audit" shall mean the comprehensive review of:

(G)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

(G)10.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

(G)10.1.3 The extent of review shall be determined on a case by case basis depending on business needs.

(G)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

(G)10.2.1 Either Party may request to perform an Audit.

(G)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

(G)10.2.3 The Audit shall occur during normal business hours.

(G)10.2.4 There shall be no more than one Audit per identified area of operation requested by each Party under this Agreement in any 12-month period or as mutually agreed to by the parties. Should the auditing party find an aggregate variance of greater than one percent (1%) of the total annual billed amount, the auditing party may perform an additional audit in the same 12 month period to verify resolution of the issue.

(G)10.2.5 The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.

(G)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

(G)10.2.7 All transactions under this Agreement which are over 24 months old are no longer subject to specific Audit unless otherwise agreed to by the parties. However, should a problem be discovered during the course of an audit that is older than 24 months, the auditing party shall have the right to review the problem back to its origin subject to state or federal regulation or law.

(G)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

(G)10.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

(G)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

(G)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

(G)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Sprint and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(G)11. Data Exchange for Billing and Recording of Call Information

(G)11.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

(G)11.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

(G)11.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

(G)11.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest LATA. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities can be used to transport the call records for this traffic. Until such time that system development is completed for these non-ICS revenues, the Parties agree to use bill and keep.

(G)11.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

(G)11.5.1 Retention

Qwest shall retain its AMA data history files, in accordance with applicable law and regulation, but not less than 45 days. At Sprint's request, recorded usage data may be recreated from the AMA data history files.

(G)11.6 Both Parties will return local/IntraLATA unbillable or misdirected messages for correction to the originating Party via normal data exchange processes. Further adjustments, such as uncollectables and the data elements to be included with the returned message detail, will be based upon OBF standards.

(G)11.7 A charge will apply for Category 1101XX and 1150XX records sent by Qwest to Sprint in an EMR mechanized format. These records are used to provide information necessary for Sprint to bill the Interexchange Carrier for jointly provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part H of this Agreement.

(G)11.8 Any IXC casual billing records (EMI records) received by Qwest that actually bill to a Sprint resold or UNE (with switching port) customer will be rejected by Qwest back to the issuing IXC using industry standard disconnect rejection code. The Parties will provide the Operating Company Number ("OCN") of the associated ANI. The OCN is needed so that the IXC will know which local company provides service for the working telephone number.

(G)11.9 Alternate Billing. Provided Sprint uses Qwest for Operator Services for alternately billed Local/IntraLATA type calls, Qwest will provide to Sprint the unrated message detail that originates from a Sprint subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number,or collect). Qwest will transmit such data to Sprint on the Daily Usage File.

(G)11.10 Local Measured Service (LMS) and IntraLATA Toll Usage Data

(G)11.10.1 When Sprint purchases Local Measured Service (LMS), IntraLATA toll from Qwest via resale, or switching as a UNE, Qwest will provide to Sprint all available originating Recorded Usage Data from Sprint Customers (business and residence). Recorded Usage Data may include, but is not limited to, the following categories:

- All completed calls, including resold IntraLATA calls by customer.
- Use Of CLASS/LASS/Custom Features which are sold on a pay per use basis
- 976 Calls To Information Providers Reached Via Qwest Facilities

- Calls To Directory Assistance Where Qwest Provides Such Service To Sprint's Local Service Customer
- Calls Completed Via Qwest-Provided Operator Services Where Qwest Provides Such Service To Sprint's Local Service Customer
- For Qwest-Provided Centrex Service, Station Level Detail

(G)11.10.2 All records shall include complete call detail and complete timing information, as applicable.

(G)11.10.3 Qwest shall provide to Sprint Recorded Usage Data for Sprint's customers only.

(G)11.10.4 Recording Failures

(G)11.10.4.1 Sprint Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Qwest in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon Sprint's request, be recovered by Qwest at no charge to Sprint. If Qwest discovers such failures, Qwest shall notify Sprint upon discovery. In the event the data cannot be recovered by Qwest, Qwest shall estimate the messages, with assistance from Sprint, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by Qwest and Sprint. This estimate will be used by the Parties to determine adjustments to amounts owed by Sprint to Qwest for services provided by Qwest in conjunction with the failed recorded usage data.

(G)11.10.4.2 Partial Loss.

Qwest shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined below. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

(G)11.10.4.3 Complete Loss.

Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during

processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

(G)11.10.4.4 Estimated Volumes.

From message and minute volume reports for the entity experiencing the loss, Qwest shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

(G)11.10.4.5 Exceptions.

If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss. If the loss occurs on a weekday that is a holiday (except Christmas), Qwest shall use volumes from the two (2) preceding Sundays. If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, Qwest shall use volumes from that day in the preceding year, unless Sprint volumes have changed over the prior year, in which case the estimate change will be factored in.

(G)12. Construction Charges

(G)12.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Part of this Agreement.

(G)12.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.

(G)12.3 A quote for Sprint's portion of a specific job will be provided to Sprint. The quote will be in writing, will include the specific project timeframes and delivery date, and will be binding for ninety (90) business days after the issue date. When accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment. If Sprint chooses not

to have Qwest construct the facilities, Qwest reserves the right to bill Sprint for the expense incurred for producing the engineered job design.

(G)12.4 In the event a construction charge is applicable, Sprint's service application date will become the date upon which Qwest receives the required payment.

(G)12.5 When Qwest builds additional facilities for Sprint under this section of the Agreement, Qwest will develop a quote associated with the work. Before the work is started, the quote must be paid by Sprint. A portion of the amount paid under the quote by Sprint will be refunded by Qwest to Sprint if additional CLECs or Qwest, rather than Sprint, utilize the additional facilities constructed on behalf of Sprint.

(G)12.6 A refund to Sprint will be made two years after Qwest provides Sprint with the requested interconnection or Network Element if other CLECs take advantage of the same interconnection or Network Elements constructed and paid for by Sprint. This refund amount will be determined using the chart set forth below and is the aggregate of all percentages shown for the total number of requestors. Qwest shall not be obligated to make any additional refunds with respect to the construction costs of a particular interconnection or Network Element after two years from the date when construction is completed. All refunds will be made subject to subsequent requestors paying their share of the original construction costs.

If either Party has information that indicates there are at least three additional requestors, then the Parties agree to negotiate a mutually agreeable date for a partial refund based on the Refund Table below: A final true-up will be made two years after Qwest provides the Interconnection or Network Element to Sprint.

Refund Table

Requestor	Construction Cost	Refund Portion	Refund to
Sprint	100%	NA	NA
2nd	50%	50.00%	Sprint
3rd	33.33%	16.67%	Sprint
4th	25%	8.33%	Sprint
5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint
10th	10%	1.11%	Sprint
No Further Refunds for additional Requestors			

(G)13. Service Performance

(G) 13.1 General Provisions

Qwest will provide reports of service indicators which will assist in an evaluation of the service provided to Sprint. The purpose of Service Performance measurements is to allow the Parties to efficiently manage and continuously improve their businesses. The purpose of this section is to identify how the Parties will report results, what measurements will be reported, and how Qwest and Sprint will collaboratively work to improve results reported in the Service Performance measurements.

(G)13.1.1 In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to Sprint in comparison to the level of service which Qwest provides to itself or its own end users.

(G)13.1.2 As further specified in this Section, Qwest will provide results for the list of performance indicators identified for the following Standard Service Groupings:

Resale:
- Residential POTS
- Business POTS
- ISDN
- Centrex and Centrex-like services
- PBX trunks
- DID
- Digital Switched Service (DSS)
- DS-0
- DS-1
- DS-3

Interconnection and Other Services:
- LIS Trunks
- Interim Number Portability
- Local Number Portability

Unbundled Network Elements:
- Unbundled Loop
- Unbundled Switch; and
- Unbundled Dedicated Interoffice Transport (UDIT)

Operational Support Systems (OSS)

(G)13.1.3 As specified in this Section, Qwest will provide results on an aggregated basis for the following types of Orders:

C = Change in existing service or billing number
N = New connection for service
T = To or transfer of service from one address to another

(G)13.2 Service Performance Indicators

Results for Service Performance Indicators listed and defined in the Service Performance Indicators (SPI) will be reported as described therein to Sprint upon request, but no more frequently than once per month, subject to the provisions of this Section.

To the extent that Qwest makes available additional standard performance indicators in this state during the term of this Agreement, the Parties agree that Sprint will receive these additional standard performance indicators.

Qwest will provide Sprint with all additional performance indicators that the state law requires.

To the extent Sprint desires additional performance measures, the Parties will meet to determine whether the requested measures should be added to the Qwest list of standard measures. If the Parties determine that the requested additional measures are unique to Sprint, then Qwest will provide Sprint an estimate of the cost to develop the measures. Whether the measurements are standard or unique to Sprint, an estimate of the time it will take to complete the work will be provided. Development of a unique measurement will begin upon payment by Sprint. If, within a two year timeframe from the beginning of the development of a measure unique to Sprint, Qwest adds the measure to its standard list of measurements, Qwest will refund the development cost to Sprint.

(G)13.2.1 Qwest Service Performance Indicators

The following Service Performance Indicators will be provided monthly, subject to the provisions of this Section.

(G)13.2.1.1 Electronic Gateway Availability
- GA-1 Gateway Availability – IMA
- GA-2 Gateway Availability – EDI
- GA-3 Gateway Availability – EB-TA
- GA-4 System Availability – EXACT

(G)13.2.1.2 Pre-Order / Order
- PO-1 Pre-Order/Order Response Times
- PO-2 Electronic Flow-through
- PO-3 LSR Rejection Notice Interval
- PO-4 LSRs Rejected
- PO-5 Firm Order Confirmation (FOC) Interval
- PO-6 Completion Notices Transmitted within 24 hours
- PO-7 Completion Notice Interval
- PO-8 Jeopardy Notice Interval
- PO-9 Timely Jeopardy Notices

(G)13.2.1.3 Ordering and Provisioning
- OP-1 Speed of Answer – Interconnect Provisioning Center

OP-2 Calls Answered within 20 Seconds – Interconnect Provisioning Center
OP-3 Installation Commitments Met
OP-4 Installation Interval
OP-5 New Service Installations without Trouble Reports
OP-6 Delayed Days
OP-7 Coordinated Cutover Interval – Unbundled Loop
OP-8 Number Portability Timeliness
OP-8 Delayed Orders More than 90 Days Past Commitment

(G)13.2.1.4 Maintenance and Repair
MR-1 Speed of answer – Interconnect Repair Center
MR-2 Calls Answered within 20 Seconds – Interconnect Repair Center
MR-3 Out of Service Cleared within 24 Hours – Non-Designed Repair Products
MR-4 All Troubles Cleared within 48 hours – Non-Designed Repair Products
MR-5 All Troubles Cleared within 4 hours – Designed Repair Products
MR-6 Mean Time to Restore
MR-7 Repair Repeat Report Rate
MR-8 Trouble Rate
MR-9 Repair Appointments Met
MR-10 Customer-caused Trouble Reports

(G)13.2.1.5 Billing
BI-1 Mean Time to Provide Recorded Usage Records
BI-2 Mean Time to Deliver Invoices
BI-3 Billing Accuracy- Adjustments for Errors

(G)13.2.1.6 Database Updates
DB-1 Time to Update Databases
DB-2 Accurate Database Updates

(G)13.2.1.7 Directory Assistance
DA-1 Speed of Answer – Directory Assistance
DA-2 Calls Answered within 10 Seconds – Directory Assistance

(G)13.2.1.8 Operator Services
OS-1 Speed of Answer – Operator Services
OS-2 Calls Answered within 10 Seconds – Operator Services

(G)13.2.1.9 Network Performance

NI-1 Trunk Blocking
NP-1 NXX Code Activation

(G)13.2.1.10 Collocation
CP-1 Installation Interval
CP-2 Installation Commitments Met
CP-3 Feasibility Study Interval
CP-4 Feasibility Study Commitments Met
CP-5 Quote Interval
CP-6 Quote commitments Met

(G)13.3 Service Quality Performance Results Reports

(G)13.3.1 For Resale, UNE and Interconnection, and ancillary services, Qwest will provide service performance results for performance indicators as described above for Sprint, all CLECs in aggregate, Qwest end users, and to the extent required by law, for Qwest affiliates.

(G)13.3.1.1 Performance results will be provided for LIS trunks procured by Sprint that have utilized joint planning with Qwest in procuring LIS trunks, for Qwest's local exchange interoffice trunks, and for LIS trunk services that Qwest provides to its affiliates which furnish Telecommunications Services.

(G)13.3.1.2 If Sprint does not participate in joint forecasting and joint planning, only Sprint results will be compared to the results of other CLECs that have not participated in joint planning.

(G)13.4 The performance results provided to Sprint by Qwest shall be consistent with the most current version of the Qwest SPI, as amended from time to time during the term of this Agreement. These descriptions shall be the exclusive description used by both Sprint and Qwest when discussing performance results. Changes required in the SPI as a result of state regulatory rulings will apply to this Agreement.

(G)13.5 The performance results provided under this Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Proprietary Information" as provided in Section (A)3.15 of this Agreement. Notwithstanding this provision, Sprint may share their performance measurement results with other similarly situated telecommunications carriers under a non-disclosure agreement. Sprint's performance measurement results will not be directly or indirectly shared with any other party.

(G)13.6 Service Performance - Reported Events

(G)13.6.1 When applicable, Qwest will report service-related performance results for all "events". An "event" is the activity that generates the measurement.

(G)13.6.2 Qwest will report Sprint results referenced above that Sprint has ordered and is utilizing the services reported.

(G)13.6.3 Qwest will provide the final reports on a calendar monthly basis as soon as available, but not to exceed thirty (30) calendar days of the close of the reporting month.

(G)13.7 Self Executing Remedies

The purpose and focus of remedies provisions under this Interconnection Agreement shall be to resolve significant differences in service quality that have been identified through appropriate comparisons of the service performance results reported for the core performance indicators defined above. Self-executing remedies are those actions, defined herein, that Qwest will undertake in good faith and in cooperation with Sprint to respond to such differences immediately, without waiting for determination of whether actual discrimination may exist.

(G)13.7.1 For this purpose, actionable differences shall be considered to be those that are determined to be statistically, operationally, and materially significant in each of three (3) or more consecutive months and that reflect a probability that inferior service was provided to Sprint, based on the relevant comparison of performance indicator results. Statistical significance shall be determined as defined below. Operational and material significance shall be established by including for comparison only those results that have (a) minimum sample sizes of 30 each, and (b) a relevant comparison demonstrating a service performance difference of a magnitude that can be reasonably considered to have a perceptible effect on end users or Sprint operations.

(G)13.7.2 Determination of the statistical significance of any difference in appropriately comparable results shall be based on statistical testing for (1) differences in means (where performance indicator results are reported as averages) or (2) difference in proportions (where performance indicator results are reported as percentages), as follows:

(G)13.7.2.1 Determination of the significance of a difference in mean values of each monthly service performance indicator results shall be based on a "permutation" test using what is commonly referred to as a "Z" statistic and a maximum of 1,000 randomly selected permutations of the samples. Where sample sizes exceed 600, the "Z" test using the "modified Z statistic" may be used instead of the

permutation test. Where used, the modified Z statistic will be based on the statistical variance associated with Qwest's retail performance results, where applicable, or on the variance associated with Sprint aggregate performance results, where there are no retail performance results.

(G)13.7.2.2 The significance of a difference in proportional measurements shall be based on direct calculation of the probability of the observed difference using the binomial distribution with a pooled *p* value.

(G)13.7.2.3 A difference in results by either test type (i.e., differences in means or differences in proportions) will be deemed statistically significant if the appropriate one tailed test indicates, with ninety-five percent (95%) confidence, that the performance indicator results being compared appear to be from different populations of performance. In other words, that service being provided to Sprint appears to be inferior to that represented by the comparable results (such as, results representing service provided to CLECs in aggregate or to Qwest retail).

(G)13.7.2.4 The Parties do not contemplate any payments, credits, fines or other penalties associated with any of the performance measurements included in this section. However, nothing in this Agreement shall preclude Sprint from benefiting from any Commission mandated payments, credits, fines or other penalties associated with actionable differences in service performance results. Unless the Commission orders otherwise, performance measurement results used to calculate mandated penalties shall be based on a ninety-nine percent (99%) statistical confidence interval. Nothing in this Agreement shall preclude Qwest from appealing any Commission or court order mandating payments, credits, fines or other penalties associated with service performance results.

(G)13.7.3 For each case in which a statistically significant difference as defined in Section (G)13.7.2 has occurred, Qwest shall:

(G)13.7.3.1 Immediately investigate to determine the cause(s) of the difference and, where feasible, begin good-faith efforts to resolve the difference;

(G)13.7.3.2 Within ten (10) business days, following the issue date of a monthly report containing a statistically significant difference, Sprint may request a written explanation as to cause(s) of the difference and, as applicable, an action plan describing (i) what has and will be done to resolve the difference, (ii) what cooperative actions and timelines on the part of Sprint are needed to facilitate or expedite resolution, and (iii) listing key milestones for use by the Parties in tracking progress. Qwest will provide such explanation within fifteen (15) business days of its receipt of the request from Sprint;

(G)13.7.3.3 Offer and meet with designated Sprint representatives monthly to discuss progress on resolving the difference(s);

(G)13.7.3.4 Escalate to vice president level any significant difference that has or is not projected to be resolved within two months of the difference first being identified as statistically and operationally significant as defined in Section (G)13.7.2, with commitment at the vice presidential level to direct due diligence toward removing obstacles and expediting resources where feasible and necessary to resolve the difference as soon as possible.

(G)13.7.3.5 If the statistically and operationally significant difference in trend results is not corrected within two (2) months of the difference first being identified as statistically and operationally significant, the Dispute Resolution provision of this Interconnection Agreement shall apply without the escalation requirement.

(G)13.7.4 If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall allow two (2) additional months from when the statistically significant difference is identified to correct the difference in the trend results. If a statistically and operationally significant difference in results for a particular performance indicator is corrected within two (2) months of the difference being identified, no further action, formal or informal, will be taken by either Party with respect to that difference.

(G)13.8 Delaying Events

(G)13.8.1 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

(G)13.8.2 A "Delaying Event" means:

(G)13.8.2.1 Failure by Sprint to perform any of its obligations that directly or indirectly impacts performance results; as set forth in this Agreement,

(G)13.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party that directly or indirectly impacts performance results, or

(G)13.8.2.3 Any Force Majeure Event that directly or indirectly impacts performance results..

(G)13.9 Records Retention for Service Performance Indicators

Each Party shall maintain complete and accurate records consisting of the raw data used to calculate performance measurements (except for trouble reports) for the specified review period of its performance under this Agreement for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Each Party shall provide such records in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information".

(G)13.10 Cost Recovery

Each Party reserves the right to recover the costs associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

(G)14. Network Standards

(G)14.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Bellcore/Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

(G)14.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place

within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

(G)14.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

(G)14.3.1 Switching

GR-954-CORE LIDB
GR-2863-CORE AIN
GR-1428-CORE Toll Free Service
GR-1432-CORE TCAP
GR-905-CORE ISUP
GR-1357-CORE Switched Fractional DS1
GR-1298-CORE AIN Switching System Generic Requirements
GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements
TR-NWT-001284 AIN 0.1 Switching System Generic Requirements
GR-905-CORE Common Channel Signaling Network Interface Specification
GR-1432-CORE CCS Network Interface Specification Bellcore TR-TSY-000540, Issue 2R2
GR-305-CORE
GR-1429-CORE
GR-2863-CORE
FR-64 LATA LSSGR
GR-334-CORE Switched Access Service
TR-NWT-000335 Voice Grade Special Access Services
TR-TSY-000529 Public LSSGR
TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis

(G)14.3.2 Transport

Bellcore FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic Requirements
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

(G)14.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements
TR-TSY-000673 Operations Interface for an IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(G)14.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

#77342 -- Common Channel Signaling (CCS) Network Interface Specification

#77350 -- Telecommunications Equipment, Installation and Removal Guidelines

#77351 -- Qwest / U S WEST Communications, Inc. Engineering Standards General Equipment Requirements

#77355 -- Grounding-Central Office and Remote Equipment Environment

#77367 -- Central Office Hazardous Material Handling Procedures (Combined with Tech. Pub. 77350 -- No longer in effect)

#77384 -- Qwest / U S WEST Interconnection – Unbundled Loop

#77386 -- Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services

#77389 -- Unbundled Dedicated Interoffice Transport

#77389C -- Unbundled Dedicated Interoffice Transport; (Note: Version C was replaced by Version D on 3/1/00)

#77390 -- Competitive Local Exchange Carrier, Installation/Removal Guidelines (Combined with Tech. Pub. 77350, No longer in effect)

(G)14.5 Qwest Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for Qwest Technical Publications, contact:

Faison Office Products Company
3251 Revere Street, Suite 200
Aurora, CO 80011
800-777-3672
Fax: 303-340-1905

(G)15. Complex Firm Order Confirmation

(G)15.1 Qwest will provide confirmation, via a Complex Firm Order Confirmation ("FOC") that Sprint's LSR has been received and successfully processed. The FOC will confirm the schedule of dates assigned by Qwest for the provisioning of service requested. The Complex FOC will be issue no later than seventy-two hours after receipt of a complete and accurate LSR for the requested non-loaded, xDSL-I, ISDN, ADSL and DS1 unbundled Loops. If the results of the verification process show the loop to be fully functional, Qwest will provide the FOC to Sprint upon such verification. If a facility issue is identified, the standard held order process will be initiated, or a new installation, interval will be provided, based upon the type of work needed to provision the service . e.g. conditioning.

PART H - RATES

(H)1. RATES AND CHARGES -- GENERAL PROVISIONS

(H)1.1 For Interconnection, Resold Services and Unbundled Network Elements, Sprint and Qwest agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, Sprint agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, Sprint agrees to use the lowest ordered and approved rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of such an order, Qwest will move Sprint to such approved rates for those states and, where required by the commission, true up the amounts charged to that point. If either interim, permanent or approved arbitrated rates are later modified , if required by the commission an additional true up, will occur. For purposes of this Agreement, "Rates" include rate structure. Rates for services described herein shall be documented in this section of this Agreement.

(H)1.2 Sections of this Agreement referring to TELRIC are agreements in principle on their use of TELRIC. References to TELRIC in this Agreement include the condition that the parties do not necessarily agree to a specific TELRIC methodology. The Parties agree to utilize the specific methodology that is ultimately ordered by the arbitrators/regulators.

(H)1.3 Qwest will not charge Sprint any non-recurring charges incurred as a result of Qwest implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations solely initiated by Qwest to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body may be recovered by Qwest as permitted by a regulatory body on a non-discriminatory basis.

(H)1.4 The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Elements as defined in this Agreement and the Act are not considered as resold services.

(H)1.5 All Individual Case Basis (ICB), or Time and Material based charges will be accompanied by sufficient documentation to verify charges when billed.

(H)1.6 The Following Section is Applicable for the State of UTAH Only (UTAH Order, p. 3) The Division of Public Utilities' Avoided Cost Study will be used to establish interim wholesale discounts for resale services. Interim prices for unbundled network elements will be based on Qwest's TELRIC, modified to reflect the Commission's prescribed depreciation rates and cost of capital. Rates for unbundled network elements, reciprocal compensation, and avoided cost wholesale discounts are interim and subject to surcharge or refund based upon future determinations to be made in Docket 94-999-01.

(H)1.7 The parties will work cooperatively to maintain the current and correct rate schedules resulting in a signed rate sheet reflecting the new rates.

(H)1.8 If a provision references prices and there are no corresponding prices already set forth in this section for such item, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to Sprint ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Provided, however, that if the Parties are unable to agree on what is the nearest analogous item for purposes of setting an interim price or if there is no such analogous item, the Parties shall follow the dispute resolution provision for purposes of establishing an interim price in accordance with the procedures set forth in this Agreement. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by Sprint to US WEST, or any overpayment refunded by US WEST to Sprint, within forty-five (45) days after the establishment of the price by the Commission.

(H)1.9 Rate Sheets

See Following Section

REVISIONS SINCE JULY 27, 2000

Date	Section	Page	Revision
8 / 24 / 2000	(A)3.21	36	Deleted Minnesota specific text from textbox
8 / 24 / 2000	(G)5	267-268	Deleted Minnesota specific text from textbox
8/30/2000	(E)5	146-151	Replaced partial Exhibit C (Service Interval Tables) with the full Exhibit C. This table was inadvertantly inserted with only partial data.
8/30/2000	(E)		Changed references to "Exhibit A" to references to "Part H" (Rates Section)
11/27/2000	(C)2.3.4.1.3	70	Inserted Oregon language box regarding reciprical compensation per OPUC November 9, 2000, Docket ARB 238 at Page 19
12/01/2000	(E)1.16.1 through (E) 1.16.5.2	110-114	Inserted language boxes regarding UNE-P and UNE-P NRCs per mutual agreement October 2000.

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the states of Arizona, Colorado, Minnesota, and Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	_____
Name Printed/Typed	Name Printed/Typed
_____	_____
Title	Title
_____	_____
Date	Date

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the state of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	_____
Name Printed/Typed	Name Printed/Typed
_____	_____
Title	Title
_____	_____
Date	Date

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah, and Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.

W. Richard Morris
Signature

W. Richard Morris
Name Printed/Typed

Vice President Local Markets
Title

August 16, 2001
Date

Qwest Corporation

Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

9/4/01
Date