

**Amendment for
Local Number Portability Managed Cuts, UDIT Rearrangement, UNE Combinations,
Shared Transport and Customized Routing
to the Interconnection Agreement between**

Qwest Corporation and
McLeodUSA Telecommunications Services, Inc.
for the State of Nebraska

This is an Amendment ("Amendment") for Local Number Portability Managed Cuts, UDIT Rearrangement, UNE Combinations, Shared Transport and Customized Routing to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

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

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

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended to add terms, conditions and rates for Local Number Portability Managed Cuts, UDIT Rearrangement, UNE Combinations, Shared Transport and Customized Routing as set forth in Attachments 1 through 5, and Exhibit A of this Amendment, all of which are attached hereto and incorporated herein by this reference. The UNE Combinations portion of this Amendment replaces in its entirety the UNE Combinations

amendment previously executed by the Parties.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

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ATTACHMENT 1
Local Number Portability/Managed Cuts

1. Description

1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.2 The FCC adopted the industry-recommended, long-term number portability solution that uses a Location Routing Number (LRN) architecture. Under the LRN architecture, each switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper switch destination. The actual routing of the call with either the dialed number, for calls to non-ported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

2. Terms and Conditions

2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to the provisions identified in the Agreement currently in effect between the Parties. For coordination with loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP Managed Cut, as described in this Amendment.

2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in the Agreement currently in effect between the Parties.

2.6 Neither Party shall be required to provide number portability for excluded numbers (e.g. 500 and 900 NPAs, 950 and 976 NXX number services, and other as excluded by FCC rulings issued from time to time).

2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent technically feasible, and translations will be changed in each Party's switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

2.8 Each Party shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. Each Party shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by the CLEC.

2.10 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

3. Service Management System

3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS)

vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in the Service Performance Section of the Agreement currently in effect between the Parties.

4. Database and Query Services

4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of the CLEC, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP capable switch in the call path. The Party that owns the originating switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in a NXX being ported via LNP at the request of the CLEC, Qwest may query all calls directed to the NXX, subject to the billing provisions as discussed in this Amendment and provided that Qwest queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service Qwest provides its own customers and end-users.

4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

4.4 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

4.5 Each Party shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

5. Ordering

5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in this Amendment. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in the Support Functions Section of the Agreement currently in effect between the Parties.

5.2 Standard Due Date Intervals. Service intervals for LNP are described below. Orders received after 3:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for local number portability:

	<u>Number of Lines</u>	<u>Interval</u>
Simple (1FR/1FB)	1-49 lines	3 business days
	50 or more lines	ICB
Complex (PBX Trunks/ISDN)	1-8 lines or trunks	5 business days
	9-16 lines or trunks	6 business days
	17-24 lines or trunks	7 business days
	25 or more lines or trunks	ICB
Centrex	1-10 lines	5 business days
	11-20 lines	10 business days
	21 or more lines	ICB
Managed Conversions	Any quantity	ICB

5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can be set automatically. The CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some limitations due to scheduled maintenance or other circumstances related to the Number Portability Administration Center/Service Management System NPAC/SMS. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the Repair Center to assist in the event that the CLEC experiences problems during the cut. In addition, Qwest allows the CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where the CLEC has a business need to have Qwest personnel dedicated to the cut.

5.4 LNP Managed Cut: A Managed Cut permits CLEC to select a coordinated cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

5.4.1 The date and time for the managed cut requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations could occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). When this up-front coordination and FDT negotiation is required, additional time will be required for the FOC. Otherwise, standard intervals will apply.

5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

5.4.3 CLEC will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate, and Sundays and Holidays is the premium rate.

5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (½) hour increments multiplied by the number of Qwest personnel actively participating in the cut.

5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the due date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a three (3) hour minimum.

5.4.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC. If the problem cannot be corrected within an acceptable timeframe, CLEC may request the restoration of Qwest service for the ported customer. Such restoration shall occur immediately upon request. CLEC is required to issue a Supplemental LSR to either cancel the original LSR or change the due date.

6. Maintenance and Repair

6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers will be instructed to report all cases of trouble to their Service Provider.

6.2 Each Party will provide their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

6.3 Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of the Qwest network. Qwest will perform standard tests to isolate and repair the trouble.

7. Rate Elements

7.1 Rates are contained in Exhibit A of this Amendment. Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

ATTACHMENT 2

Unbundled Dedicated Interoffice Transport (“UDIT”) Rearrangement

1. CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC’s demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.
2. The rearrangement of terminations or option changes are completed as an “uncoordinated change” (basic request). Charges for rearrangement are contained in Exhibit A of this Amendment.
3. CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

ATTACHMENT 3

UNBUNDLED NETWORK ELEMENTS COMBINATIONS (UNE COMBINATIONS)

1.0 General Terms

1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.

1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.

1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNES and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated pursuant to applicable provisions of the Agreement.

1.2.2 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, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

1.3 When ordered in combination, UNES that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such.

2.0 Description

UNE Combinations are available in several categories, including, but not limited to, the following: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) EEL (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination, CLEC may request access through the BFR Process set forth in this Agreement.

3.0 Terms and Conditions

3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, the Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX includes the following combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port, 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.3.1 Qwest will make UNE-P-PBX combinations available to CLEC upon request: DS1 Capable Loop, Basic and DID Trunks and Shared Transport. Qwest will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in this Section.

3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

3.4.1 Qwest will make UNE-P-DSS combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-DSS combinations according to the standard intervals set forth in this Section.

3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI)

and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in the Agreement.

3.5.1 Qwest will make UNE-P-ISDN combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-ISDN combinations according to the standard intervals set forth in this Section.

3.6 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1, DS3 or other existing bandwidths. Qwest has two EEL offerings: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

3.6.1 CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

3.6.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

3.6.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the loop transport combination originates at a customer's Premises and that it must terminate at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's Premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's

Premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (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. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

3.6.2.4 When CLEC certifies to Qwest through a certification letter that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in this Section, it seeks to qualify the circuit.

3.6.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one of the three options set forth in this Agreement. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

3.6.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- (a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- (b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.
- (c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- (d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- (e) Qwest may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year.
- (f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
- (g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.
- (h) Qwest shall not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and

Qwest to audit for compliance with the local exchange traffic requirements set forth in this Section.

(i) Qwest shall not require an audit as a prerequisite to provisioning EELs.

3.6.3 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

3.6.4 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and meet the terms of this UNE Section. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in this Section.

3.6.4.1 CLEC must utilize EEL-C to provide a significant amount of local exchange service in accordance with the three options listed in this Section.

3.6.4.2 No private line or other unbundled loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting.

3.6.4.3 EEL-C will only be provided where existing facilities are available.

3.6.5 EEL-C is currently ordered using an LSR process.

3.6.6 EEL-P – EEL-P is a combination of loop and interoffice facilities used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a new installation or conversion of circuits for the purpose of CLEC providing services to end user customers.

3.6.6.1 Terms and Conditions

3.6.6.2 CLEC must utilize EEL-P to provide a significant amount

of local exchange service to each end user customer served in accordance with the three options listed in this Section.

3.6.6.3 One end of the interoffice facility must terminate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

3.6.6.4 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. CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

3.6.6.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

3.6.6.6 Installation intervals will be equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.uswest.com/carrier/guides/sig/index.html>.

3.6.6.7 Concentration capability installation intervals will be offered at an ICB.

3.6.6.8 Reserved for Future Use

3.6.7 Ordering

3.6.7.1 CLEC will submit EEL-P orders using the ASR process.

3.6.7.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

3.6.7.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

3.6.7.4 One service order is required when CLEC orders a single bandwidth EEL-P from CLEC's Collocation to the end user customer location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

3.6.8 Rate Elements

3.6.8.1 EEL Link. The EEL Link is the loop connection between the end user customer Premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.2 EEL Transport. EEL Transport consists of the interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

3.6.8.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. 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.

3.6.8.5 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.

3.6.9 UNE-P-Centrex – UNE-P- Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport, Centrex Common Block and, if desired, the Centrex Features supported by the switch.

3.6.9.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in this Section.

3.6.10 Qwest will provide access to Customer Management System ("CMS").

3.6.11 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in the Agreement.

3.6.12 The following terms and conditions are available for all types of UNE-P:

3.6.12.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

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

3.6.12.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of the Agreement.

3.6.12.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS ("Automatic Location Identification/Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that

it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

3.6.12.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

3.6.12.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

3.6.13 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the 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 combination of elements is available for conversion into a UNE Combination. CLEC does not agree to this position. In the event that a dispute arises regarding TLA or minimum period charge within the context of this paragraph, the Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of the Agreement shall apply.

3.6.14 If CLEC requests that an existing resale end-user 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 Section.

3.6.15 CLEC 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 this Agreement. The forecast shall be updated every six months for the first year of the contract and each November CLEC 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) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

3.6.16 When end user customers switch from Qwest to CLEC, or to CLEC from

any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

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

3.6.18 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end user customers contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest.

3.6.19 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, CLEC will not request UNE-P where the following conditions exist: The end-user customer to be served with the UNE Combination is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined earlier in this UNE Section.

3.6.19.1 Access lines will be measured at the DS0 equivalent level.

4.0 Rates and Charges

4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Agreement and Exhibit A for both recurring and non-recurring application.

4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared

Transport, are described in the Agreement and related pricing pages or in this Amendment.

4.1.2 Nonrecurring charges will apply based upon the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

4.3 CLEC 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 user customers.

4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of interLATA or intraLATA carriers. Any change in CLEC's end user customers' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user customer.

4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

5.0 Ordering Process

5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the UNE-P and UNE Combination Resource Guide.

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

5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CLEC 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. CLEC and Qwest can separately agree to due dates other than the standard interval.

5.4 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.

5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

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

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

6.0 Billing

6.1 Qwest shall provide CLEC, 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, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples available for CLEC

review.

7.0 Maintenance and Repair

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

ATTACHMENT 4

Shared Interoffice Transport

1.0 Description

1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches (local and access tandems), and between tandem switches.

2.0 Terms and Conditions

2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

2.3 Qwest has the following obligations with respect to shared transport:

2.3.1 Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.

2.3.2 Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network.

2.3.3 Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch.

2.3.4 Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom CLEC provide local exchange service.

3.0 Rate Elements

3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

4.0 Ordering Process

4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

5.0 Maintenance and Repair

5.1 Maintenance and Repair are the sole responsibility of Qwest.

ATTACHMENT 5

Customized Routing

1.0 Description

1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

2.0 Terms and Conditions

2.1 Customized Routing will be offered on a first-come, first-served basis.

2.2 CLEC has two options by which to route its end-user customers' calls:

2.2.1 CLEC may elect to route all of its end-user customers' calls in the same manner as Qwest routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

2.2 CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user customer traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in

CLEC LSR (Local Service Request).

3.0 Rate Elements

3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

4.0 Ordering Process

4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

4.4 If Customized Routing is requested, CLEC shall submit a fifty percent (50%) deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

4.5 If CLEC elects to route its end-users' calls in the same manner in which Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

5.0 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Maintenance and Repair processes are contained in the Agreement.