TERMS AND CONDITIONS FOR COMMERCIAL LINE SHARING ARRANGEMENTS PROVIDED BY QWEST CORPORATION TO COMMUNITY INTERNET SYSTEMS INC.

WHEREAS Community Internet Systems, Inc. ("CLEC") desires to acquire and Qwest Corporation ("Qwest") desires to provide commercial line sharing arrangements outside of and without regard to the standards and limitations set forth in sections 251, 252, and 271 and other relevant provisions of the Act and the implementing rules and regulations of the Federal Communications Commission ("the FCC");

WHEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Community Internet Systems, Inc. and Qwest (each a "Party" and together "the Parties") agree to the following terms and conditions for commercial line sharing as follows:

Section 1.0 – PREAMBLE

1.1 The Parties acknowledge and agree that this Agreement was negotiated and entered into on commercial terms and conditions mutually agreed upon and without regard to the standards set forth in Sections 251, 252, 271 and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 This Agreement is being made available by Qwest to set forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting competitive local exchange carrier ("CLEC") nondiscriminatory access to commercial line sharing arrangements, provided that, the requesting CLEC agrees to each and every term and condition set forth herein, each of which the Parties agree is an essential, necessary, and inextricable term and condition of the Agreement.

1.3 CLEC represents and covenants that upon execution of this Agreement, it expressly agrees that the terms and conditions contained herein shall be its exclusive means for ordering line shared loops during the term of this Agreement.

Section 2.0 – COMMERCIAL LINE SHARING

2.1 Commercial Line Sharing

2.1.1 Description

Commercial Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user customer's analog voice-grade ("POTS") service provided by Qwest on a single copper loop referred to herein as "Commercial Shared Loop" by using the frequency range above the voice band on a copper loop. This frequency range will be referred to herein as the High Frequency Portion of the loop ("the HFPL"). A splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and Qwest POTS service. The splitter must be provisioned prior to ordering Commercial Line Sharing. The POTS service must be provided to the end user customer by Qwest.

2.1.1.1 Qwest agrees to provide Line Sharing on a commercial basis as set forth below.

2.1.1.1.1 **Three Year Agreement Period**. CLEC may order Commercial Line Sharing arrangements during the period beginning on October 2, 2004 and ending on October 1, 2007 ("Commercial Line Sharing") in accordance with the provisions of this subsection. The monthly recurring charge for any Commercial Line Sharing arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2004 and ending on October 1, 2007, the monthly recurring charge for any Commercial Line Sharing arrangement shall be as provided in Exhibit A. The monthly recurring charge shall be adjusted based on the annual additional net volume of new Commercial Line Shared arrangements provided by Qwest in Qwest's service territory. The volume calculation to determine the rates on October 2, 2004 shall include the net additions of all new line share arrangements ordered by CLEC between October 1, 2003 and September 30, 2004 provided that such arrangements were ordered pursuant to the commercial line-sharing provisions of the interconnection agreement amendment dated April 14, 2004.

1. To determine the annual additional net volume of Commercial Line Shared services ("New Incremental Growth"), Qwest will subtract the total number of Commercial Line Shared arrangements in service as of September 30, of the immediate previous year from the total number of Commercial Line Shared arrangements in service as of September 30, of the current year.

2. The monthly recurring rate for all new and embedded Commercial Shared Loops (those acquired on or after October 2, 2003 or otherwise rolled into this Agreement pursuant to Section 2.1.1.1.1.3) for the full following twelve months shall be established by the volume range identified in Exhibit A.

2.1.1.1.1.2 **Discontinuation of Voice Service**. Notwithstanding anything herein to the contrary, if Qwest disconnects an end user customer's voice service in accordance with Applicable Law, then CLEC shall have the option to purchase the entire loop being disconnected if it wishes to continue providing DSL service to such end user customer; provided that, if CLEC does not exercise such option, both the DSL and voice services provisioned over the line will be disconnected by Qwest.

2.1.1.1.1.3 **Conversion of Existing Line Sharing Arrangements.** CLEC may convert any existing line sharing arrangements under its Interconnection Agreement or any amendment thereto to Commercial Line Sharing during the term of this Agreement, provided that, such conversions shall not be included as New Incremental Growth for purposes of determining pricing of Commercial Line Sharing under Exhibit A. A separate, cost-based conversion charge may apply.

2.1.2 Terms and Conditions

2.1.2.1 General

2.1.2.1.1 To order the HFPL, CLEC must have a splitter installed in the Qwest wire center that serves the end user customer as provided for in this Section. Splitters may be installed in Qwest Wire Centers per the Collocation Section of CLEC's interconnection agreement with Qwest. Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. The end user customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the end user customer with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user customer to receive separate voice and data service across a single copper loop.

2.1.2.1.2 Any requests with due dates on or after October 2, 2004 for Commercial Line Sharing arrangements or repair of Commercial Line Sharing arrangements shall be deemed to have been ordered pursuant to this Agreement and shall not be subject to performance assurance plan remedies, or any other service quality standards or remedies applicable to Qwest. On or after October 2, 2004, changes to the operations support systems and other processes required to support Commercial Line Sharing shall not be subject to and shall be exempt from any otherwise applicable provisions of the change management process (CMP).

2.1.2.1.3 CLEC may use the HFPL to provide any xDSL services that will not interfere with analog voiceband transmissions and otherwise in accordance with Applicable Law. Such services currently include but may not be limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Commercial Line Sharing deployment under Applicable Law or governing industry standards.

2.1.2.1.4 CLEC may not order the HFPL on a given copper loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user customer provides authorization to the new provider to perform the disconnect of the incumbent provider's DSL or other service using the high frequency spectrum.

2.1.2.1.5 CLEC may request, and Qwest shall provide, required conditioning on up to 5% of the Commercial Shared Loops arrangements ordered by CLEC in a calendar year. Conditioning shall mean the removal of load coils and interfering bridged taps, but shall not include any line moves or special construction. UDC removal and line moves may be provided by Qwest on Commercial Shared Loop arrangements in accordance with Qwest's facility provisioning and routine network modification processes; notwithstanding the foregoing, Qwest may modify or discontinue such processes pursuant to Applicable Law. Any conditioning above the 5% cap shall be subject to the charges for loop conditioning in Exhibit A. Qwest shall perform requested conditioning, including de-loading and removal of interfering bridged taps, unless Qwest demonstrates in advance that conditioning a Commercial Shared loop will

significantly degrade the end user customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop.

2.1.2.1.3.1 Qwest may conduct an annual audit to determine the sum of conditioned Commercial Line Shared loops in the preceding calendar year (January through December), if any, that exceeded the 5% cap on conditioning. The number that exceed the 5% cap shall be assessed a non-recurring charge to be assessed for all conditioning performed above the 5% cap described in section 2.1.2.1.5 of this Agreement. CLEC shall pay such charges within thirty (30) days of receiving notice of them.

2.1.3 Rate Elements

2.1.3.1 Recurring Rates for Commercial Shared Loop.

2.1.3.1.1 Commercial Shared Loop Charge - A monthly recurring charge for the use of the Commercial Shared Loop shall apply. This charge shall be inclusive of any charges to recover modification or upgrade costs to Qwest Operations Support Systems (OSS) required to accommodate line sharing, whether such charges are recovered by Qwest as recurring or non-recurring charges. Notwithstanding the foregoing, OSS development, enhancement, and maintenance costs applicable to all UNEs may be recovered through a separate cost-based charge pursuant to Applicable Law.

2.1.3.1.2 Interconnection Tie Pairs - Two Interconnection Tie Pairs (2 ITPs), 1 for voice and 1 for combined voice/data, per connection.

2.1.3.2 Nonrecurring Rates for the Commercial Shared Loop.

2.1.3.2.1 Basic Installation Charge for Commercial Shared Loop – A nonrecurring charge for each Commercial Shared Loop installed shall apply. As provided in Section 2.1.2.1.5, Conditioning shall be included in this charge, subject to the 5% cap on conditioning.

2.1.3.2.2 If the conditioning significantly degrades the voice services on the loop such that it is unacceptable to the end user customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the loop.

2.1.3.2.3 A separate Conditioning charge may apply pursuant to Section 2.1.2.1.5 above.

2.1.3.2.4 Any Miscellaneous work performed by Qwest at the request of CLEC will be billed according to current Qwest's federal access tariff, and CLEC agrees to pay such charges.

2.1.3.2.5 A separate cost-based charge for Conversions of existing line sharing arrangements pursuant to section 2.1.1.1.1.3 may apply. If the Parties cannot mutually agree upon such charge, Qwest shall apply a conversion charge on an ICB basis, and CLEC agrees to pay such charges.

2.1.3.3 Nonrecurring Rates for Maintenance and Repair.

2.1.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation shall be applied in accordance with Qwest's federal access tariff.

2.1.3.3.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Qwest's current federal access tariff.

2.1.4 Ordering Process

2.1.4.1 Commercial Shared Loop.

2.1.4.1.1 As a part of the pre-order process, CLEC may access loop characteristic information through the loop information tool provided as part of Qwest's OSS. CLEC shall determine, at its sole discretion, whether to order the HFPL across any specific copper loop. CLEC shall indemnify and hold harmless Qwest for any damage or liability relating to the suitability of the loop to provide the services to end users that CLEC seeks to provide.

2.1.4.1.2 The appropriate splitter Meet Points dedicated to the splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to splitters. Qwest will administer all cross-connects/jumpers on the COSMIC™/MDF and ICDF.

2.1.4.1.3 Basic Installation "lift and lay" procedure will be used for all Commercial Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's collocated equipment in the same Wire Center.

2.1.4.1.4 Qwest will provision the Commercial Shared Loop within the standard unbundled loop provisioning interval as defined in Exhibit C.

2.1.4.1.4.1 Synchronization Testing ("Sync Testing") is an option associated with collocation space and Commercial Line Sharing service requests. For more information refer to Synchronization Testing at the Supporting Documentation Section:

http://www.qwest.com/wholesale/pcat/collocation.html

Sync Testing shall be performed as part of the standard provisioning and repair processes for Commercial Line Sharing requests in central offices where such capability has been requested. The Sync Test shall be performed in lieu of an electrical continuity test performed on the data side of the circuit. The electrical continuity test shall still be performed if the Sync Test is not requested. When Sync Testing is performed, CLEC

will be notified if there is a problem in their equipment and if the test fails, the service request will be placed in a jeopardy status.

2.1.4.1.5 CLEC shall not place initial orders for Commercial Shared Loops until all infrastructure work necessary to provision Commercial Line Sharing in a given Qwest Wire Center, including, but not limited to, splitter installation and tie cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a Wire Center walkthrough to verify the Commercial Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

2.1.4.1.6 Prior to placing an LSR for Commercial Shared Loop, CLEC must obtain a Proof of Authorization from the end user customer in accordance with the Proof of Authorization Section.

2.1.5 Repair and Maintenance

2.1.5.1 Qwest will allow CLEC to access Commercial Shared Loops at the point where the combined voice and data loop is cross connected to the splitter.

2.1.5.2 Qwest will be responsible for repairing voice services provided over Commercial Shared Loops and the physical line between Network Interface Devices at end user customer premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user customer premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end user customers. CLEC will be responsible for repairing data services provided on Commercial Shared Loops and is entitled to test the entire frequency range of the loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the splitters will be responsible for their maintenance, unless CLEC has opted to self-provision splitter card maintenance.

2.1.5.3 Qwest shall provide Maintenance and Repair for Commercial Line Sharing in accordance with the procedures in the the methods and procedures section of the Line Sharing product catalog that is made available on Qwest's website:

http://www.qwest.com/wholesale/pcat/interconnection.html

2.1.5.3.1 Qwest and CLEC are responsible for their respective end user customer base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective end user customers.

2.1.5.4 Qwest and CLEC will work together to address end user customer initiated repair requests and to prevent adverse impacts to the end user customer.

2.1.5.5.1 Any Miscellaneous work performed by Qwest at the request of the CLEC will be billed according to current Qwest federal access tariff and CLEC agrees to pay such charges.

2.1.6 Performance Metrics

2.1.6.1 Installation and Repair metrics for performance are contained in Attachment B of this Agreement.

2.1.7 Intervals

2.1.7.1 Installation and Repair Intervals are contained in Exhibit C of this Agreement.

Section 3.0 – GENERAL TERMS AND CONDITIONS

3.1 Term of Agreement

3.1.1 This Agreement shall become effective on October 2, 2004 and shall expire on October 1, 2007 ("Effective Date").

3.1.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section or until notice is given pursuant to Section 3.1.3 below.

3.1.3 A Party shall provide ninety (90) days written notice to terminate the services under the Agreement upon or after expiration. Prior to expiration, a Party may terminate this Agreement only for cause and shall provide ninety (90) days' written notice to terminate the services under the Agreement. After receiving notice of expiration or termination, CLEC shall convert all Commercial Line Sharing arrangements to a line splitting arrangement, to a stand-alone unbundled loop, or to such other arrangement as CLEC may have negotiated with Qwest to replace such Commercial Line Sharing arrangement. Qwest and CLEC shall work cooperatively to develop a schedule for this transition. Notwithstanding the foregoing, if CLEC fails to convert the services under the Agreement after the ninety (90) day notice period, Qwest may refuse any new Commercial Line Sharing orders and/or, at its sole option, disconnect the Commercial Line Sharing arrangements or immediately charge CLEC for the applicable unbundled loop rate contained in a tariff or interconnection agreement then in effect.

3.2 Payment

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

3.2.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 3.2.1 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar days following the payment due date. The Party rendering a bill for services ("the Billing Party") will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume,

the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

3.2.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 3.2.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar days following the payment due date. The billed Party will pay the applicable Basic Installation Charge set forth in Exhibit A required to reconnect each end user customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Section 3.2.5 and 3.2.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

3.2.4 Should CLEC or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

3.2.4.1 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 bill date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second bill date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

3.2.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 3.2.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second bill date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and

any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

3.2.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 3.2.4, the Party may dispute the bill at a later time through an informal process or through the Dispute Resolution provision of this Agreement.

3.2.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar days after demand.

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

3.2.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 3.2.5.

3.2.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with applicable law.

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

3.3 Taxes

3.3.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However,

where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party ("the Contesting Party") contests the application of any tax collected by the other Party ("the Collecting Party"), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

3.4 Force Majeure

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

3.5 Limitation of Liability

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

3.5.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

3.5.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property

proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

3.5.5 Nothing contained in this Section 3.5 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 3.5 limit a Party's liability for failing to make any payment due under this Agreement.

3.6 Indemnity

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

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

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

3.6.2 The indemnification provided herein shall be conditioned upon:

3.6.2.1 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.

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

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

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

3.7 Warranties

3.7.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

3.8 Assignment

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

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

3.9 Default

3.9.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance

shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

3.10 Disclaimer of Agency

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

3.11 Severability

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

3.12 Survival

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

3.13 Dispute Resolution

3.13.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 3.13 shall be the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Nothing in this Section 3.13 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 3.13. However, once a decision is reached by the arbitrator, such decision shall supersede any provisional remedy.

3.13.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business

representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

3.13.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar days after the Resolution Request pursuant to the terms of Section 3.13.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 3.13. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. 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).

3.13.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its end user customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 3.13.3.1, however, the first matter to be addressed by the arbitrator shall be the applicability of such process to such Dispute.

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

3.13.3.3 Arbitrator's Decision

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

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

3.13.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 3.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

3.13.4 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.

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

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

3.13.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the

misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

3.14 Controlling Law

3.14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the state law of Colorado, without regard to conflicts of law.

3.15 Notices

3.15.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown on the cover sheet.

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 3.15.

3.16 Responsibility of Each Party

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

3.17 No Third Party Beneficiaries

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

3.18 Publicity

3.18.1 The Parties agree to cooperate in drafting and releasing jointly and simultaneously the initial press release or other form of publicity to disclose the execution and contents of this Agreement and hereby consent to such joint release. Nothing in this section

shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

3.19 Executed in Counterparts

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

3.20 Compliance

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

3.21 Amendments

3.21.1 This Agreement may be amended only by a written instrument duly executed by the Parties.

3.22 Entire Agreement

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

Exhibit A						Recurring	Non-Recurring
Shared Services							
209.4	Line Sharing						
	209.4.1	Shared Loop, per Loop (footnote 1)					
		209.4.1.1	**Rate Groups for determining RC rate for Line Installed 10/2/2004-9/30/2005**				
			209.4.1.1.1	Previous Year New Incremental Growth totaling 15,000 Lines or more		$5.00	$35.00
			209.4.1.1.2	Previous Year New Incremental Growth totaling 12,500-14,999 Lines(Gt. 12,500		$6.00	$35.00
			209.4.1.1.3	Previous Year New Incremental Growth totaling 7,500-12,499 Lines(Gt. 7,500 ra		$7.00	$35.00
			209.4.1.1.4	Previous Year New Incremental Growth totaling less that 7,500 Lines		$8.00	$35.00
		209.4.1.2	**Rate Groups for determining RC rate for Line Installed 10/1/2005-10/1/2007**				
			209.4.1.2.1	Previous Year New Incremental Growth totaling 17,500 Lines or more		$5.00	$35.00
			209.4.1.2.2	Previous Year New Incremental Growth totaling 12,500-17,499 Lines(Gt. 12,500		$6.00	$35.00
			209.4.1.2.3	Previous Year New Incremental Growth totaling 7,500-12,499 Lines(Gt. 7,500 ra		$7.00	$35.00
			209.4.1.2.4	Previous Year New Incremental Growth totaling less that 7,500 Lines		$8.00	$35.00
	209.4.2	OSS - Per Line - Per Month				$0.00	
	209.4.3	Conversion Charge					ICB
	209.4.4	Deloading					$300.00
	The following elements must be included in your Interconnection Agreement before ordering Line Sharing from your Commercial Agreement:						
	Interconnection Tie Pairs (ITP) – Per Termination						
		DS0					
		DS1 Per each Termination					
		DS3 Per each Termination					
		Splitter Shelf Charge					
		Splitter TIE Cable Connections					
			Splitter in the Common Area–Data to 410 block				
			Splitter in the Common Area—Data direct to CLEC				
			Splitter on the IDF—Data to 410 block				
			Splitter on the IDF—Data direct to CLEC				
			Splitter on the MDF—Data to 410 block				
			Splitter on the MDF—Data direct to CLEC				
		Engineering					
		Existing Bay					
	1. Beginning in October 2, 2004 the RC will be adjusted based on annual volumes from the previous year. To determine the annual additional net volume of Line Shared services, Qwest will subtract the total number of Line Shared services in service as of September 30, of the immediate previous year from the total number of Line Shared services in service as of September 30, of the current year.						

EXHIBIT B TO COMMERCIAL LINE SHARING AGREEMENT

1. All of CLEC's Line Sharing arrangements ordered pursuant to this Agreement, shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest.

In lieu of these performance provisions, Qwest shall provide performance reporting on the following commercial line sharing metrics:

- Firm Order Commitments On Time
- Installation Commitments Met
- Order Installation Interval
- Out of Service Cleared within 24 Hours
- Mean Time to Restore
- Trouble Rate

The business rules for the foregoing metrics are attached and are subject to change upon written notice to CLEC. In addition, Qwest shall provide CLEC with ad hoc data showing the monthly Repeat Trouble rate for Commercial Line Sharing arrangements in a reasonable form and manner for the term of the Agreement in any month that CLEC makes a written request for such ad hoc data.

Qwest

Spirit of Service

Line Sharing Commercial Measurement Definitions

Version 1.2

June 7, 2004

FOC-1 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:
Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs that are submitted through IMA-GUI and IMA-EDI interfaces that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting: Individual CLEC	**Disaggregation Reporting:** Regional level.

Formula:

FOC-1 = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

Exclusions:

- LSRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays.
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting:
Line Sharing

Standard FOC Intervals		**FOC Interval**
Product Group NOTE 1		
Line Sharing loops	1-24 shared	**24 hours**

Availability: TBD	
	Notes: LSRs with quantities above the highest number specified for each product type are considered ICB.

ICM-1 - Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

Description:
Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). Also included are orders with customer-requested due dates longer than the standard interval.
  - Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure**: Percent

Reporting: Individual CLEC	**Disaggregation Reporting:** Regional level. • Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: ICM-1A Dispatches (Includes within MSA and outside MSA); and ICM-1B No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: ICM-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.

Product Reporting		
MSA-Type:		
Line Sharing		
Zone-Type:		
Availability: TBD	**Notes:**	

OII-1 - Order Installation Interval

Purpose:
Evaluates the timeliness of Qwest's installation of services for CLECs, focusing on the average time to install service.

Description:
Measures the average interval (in business days) between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the CLEC, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the CLEC-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. NOTE 1
- Time intervals associated with CLEC-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent CLEC-initiated due date, if any. NOTE 1

Reporting Period: One month	**Unit of Measure**: Average Business Days

Reporting: Individual CLEC	**Disaggregation Reporting:** Regional level. • Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: OII-1A Dispatches (Includes within MSA and outside MSA); and OII-1B No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: OII-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with CLEC-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) by total number of service orders completed in the reporting period.

Exclusions:

- Orders with CLEC requested due dates greater than the current standard interval.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.
- Orders involving individual case basis (ICB) handling based on quantities of lines, circuits or loops, or orders deemed to be projects.

Product Reporting:		
MSA-Type -	**Reported As:**	
Line Sharing	Average business days	
Zone-Type -		
•		

Availability:	**Notes:**
TBD	1. According to this definition, the Applicable Due Date can change, per successive CLEC-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further CLEC-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent CLEC-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and CLEC-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and CLEC-initiated impacts on intervals are not counted in the reported interval.

OOS24-1 - Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours
for out-of-service conditions).

Description:
Measures the percentage of out of service trouble reports, involving specified services, that are
cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting:	**Disaggregation Reporting:** Regional level.
Individual CLEC	• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: OOS24-1A Dispatches (Includes within MSA and outside MSA); and OOS24-1B No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: OOS24-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24
hours) | (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.

- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.

Product Reporting:		
MSA-Type -		
• Line Sharing		
Zone-Type -		
•		
Availability: TBD	**Notes:**	

MTTR-1 - Mean Time to Restore

Purpose:
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

Description:
Measures the average time taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes

Reporting:	**Disaggregation Reporting:** Regional level.
Individual CLEC	• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: MTTR-1A Dispatches (Includes within MSA and outside MSA); and MTTR-1B No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: MTTR-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.

Product Reporting:		
MSA-Type – Line Sharing		
Zone-Type -		
•		
Availability: TBD	**Notes:**	

TR-1 - Trouble Rate

Purpose:
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

Description:
Measures trouble reports by product and compares them to the number of lines in service.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Individual CLEC	**Disaggregation Reporting**: Regional level.

Formula:
[(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type".
- For products measured from MTAS data (products listed for MSA-type, trouble reports involving a "no access" delay.)
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.

Product Reporting:	
MSA Type:	
• Line Sharing	
Zone Type:	
•	
Availability: TBD	**Notes:**

Qwest Communications®
Service Interval Guide For

Exhibit C
Shared Loop/Line Sharing

V1.0

Product	Activity/Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Shared Loop/Line Sharing	No conditioning		24 hours	Three (3) Business Days	24 hours OOS 48 hours AS
	With conditioning			Fifteen (15) Business Days	
	With Line Move / UDC Removal			Five (5) Business Days	