INTERCONNECTION AGREEMENT

BETWEEN

QWEST CORPORATION

AND

COX NEBRASKA TELCOM, L.L.C.

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, Ancillary Services, and resale of Telecommunications Services ("Agreement") is between Qwest Corporation ("Qwest"), a Colorado corporation, and Cox Nebraska Telcom, L.L.C. ("CLEC"), a Delaware Limited Liability Company, pursuant to Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the State and Federal rules and regulations promulgated thereunder. Cox Nebraska Telcom, L.L.C. is a Competitive Local Exchange Carrier.

1.2 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, Ancillary Services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Nebraska, for purposes of providing local Telecommunications Services.

1.3 Notwithstanding Section 5.30.4, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional Ancillary Services or Telecommunications Services available for resale which are not contained in this Agreement or a Qwest Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). If the Parties execute an amendment to the Agreement to include such additional product(s) or service(s), CLEC must complete the relevant section(s) of the New Product Questionnaire before placing an order for such new product or service and to establish ordering and Billing processes.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws, as of the execution date of this Agreement (the “Existing Rules”). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission or the FCC for pricing, service standards, or other matters covered by this Agreement. Where a legally binding decision of the Commission or FCC changes only a rate in Exhibit A, such change shall be made in Exhibit A and distributed by Qwest and applied on a prospective basis from the effective date of the legally binding Commission or the FCC decision, unless otherwise ordered by the Commission or the FCC. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or

modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order, and the FCC’s Omaha Forbearance Order, and state rules, regulations and laws as they may be issued or promulgated. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

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

Section 3.0 - CLEC INFORMATION

3.1 Since CLEC has previously completed a Customer Questionnaire, CLEC need not fill out a New Customer Questionnaire; however, CLEC will update the New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Qwest will provide CLEC billing and operations contacts via the Qwest website at http://www.qwest.com/wholesale/ccdb/. Company Identification Codes (CIC) are available and maintained via the LERG.

Section 4.0 - DEFINITIONS

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

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

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

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as amended.

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

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

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

“Ancillary Services” are described in Section 10.

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

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

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

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

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

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

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

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network.

"Bill Date" means the date on which a billing period ends, as identified on the bill.

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

"Binder Groups" means copper pairs bundled together, generally in groups of 25, 50 or 100.

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

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

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

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

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

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

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC).

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

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

> "End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and
>
> "Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC end office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serves a comparable geographic area as Qwest's Tandem Office Switch. If the Parties have not already agreed that CLEC's Switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. Access tandems typically provide connections for Exchange Access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol which may be used for 911.

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

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

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"CLEC Tariff" refers to CLEC's interstate access tariffs and state access tariffs.

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

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

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

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

“Commission” means the Nebraska Public Service Commission.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call.

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

"Competitive Local Exchange Carrier" is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

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

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

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).

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

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

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

"Data Local Exchange Carrier" or "DLEC" is a Competitive Local Exchange Carrier interconnecting primarily for purposes of transporting data.

"Day(s)" means calendar day(s) unless otherwise specified.

"Dedicated Transport" means Qwest transmission facilities between Wire Centers or switches owned by Qwest, or between Wire Centers or switches owned by Qwest and switches owned by CLEC, including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or carrier.

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

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

"Dialing Parity" means that a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications service provider of the customer's designation from among 2 or more telecommunications service providers (including such local exchange carrier).

"Digital Cross Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities.

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

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

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

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

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing).

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

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

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

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

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

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

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

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

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

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

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

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

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

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

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

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

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies.

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

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

"End User Customer" means a third party retail customer (i.e., Person) that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier.

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

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

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

“Exchange Access" as used in the Agreement shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers.

"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data.

"Extended Area Service (EAS)/Local Traffic" or "Exchange Service" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission, and as subsequently reflected in Qwest’s Tariffs.

"FCC" means the Federal Communications Commission.

"Fiber-based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-

optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this definition. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this definition, the term "affiliate" is defined by 47 U.S.C. § 153(1).

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

"Finished Services" means complete end-to-end services offered by Qwest to wholesale customers or retail End User Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include Access Services, private lines, retail services, and resold services.

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

“Forbearance Wire Center(s)” means any one or more of nine (9) Qwest Wire Centers where Qwest was granted forbearance from Section 251(c)(3) loop, subloop, NID, dark fiber, and transport unbundling obligations as a result of the Omaha Forbearance Order. The nine (9) Wire Centers are: 1) Omaha Douglas; 2) Omaha Izard Street; 3) Omaha 90th Street; 4) Omaha Fort Street; 5) Omaha Fowler Street; 6) Omaha O Street; 7) Omaha 78th Street; 8) Omaha 135th Street; and 9) Omaha 156th Street Wire Center.

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

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

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

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

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

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

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

"Interexchange Service" means telecommunications service between stations in different exchange areas.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

“Internet Service Provider-Bound” or “ISP-Bound” refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the “ISP Remand Order”) applies. Such traffic does not include traffic delivered to an Internet Service provider located in a different Local Calling Area than the calling party.

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

“IntraLATA LEC Toll” means IntraLATA Toll traffic carried solely by a Local Exchange Carrier and not by an IXC.

“IntraLATA Toll Traffic” describes traffic within a single LATA outside the Local Calling Area where the NPA/NXX of the calling and called parties are not within the same Local Calling Area or extended Local Calling Area.

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

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

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

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

"Local Calling Area" is as defined by the Commission, and as subsequently reflected in Qwest’s Tariffs.

“Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c)

of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

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

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

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

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

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

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

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. The first six digits of the LRN will be one of the assigned NPA-NXX of the Switch. The term "LRN" may also be used to refer to a method of LNP.

"Long Distance Service" (see "Interexchange Service").

"Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the Loop Demarcation Point at an End User Customer's premises.

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

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

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

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

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

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

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

Central Offices.

"Main Distribution Frame" or "MDF" means a Qwest distribution frame used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

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

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

"Meet Point" is a point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two (2) LECs jointly provide Switched Access Service to an Interexchange Carrier, with each LEC receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

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

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the vice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

“MTE Access Protocol” means Qwest’s Standard MTE Terminal Access Protocol.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS function in question.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

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

"Network Interface Device" or "NID" element is a stand-alone network element and is defined as any means of interconnection of customer premises wiring to the Qwest's distribution plant, such as a cross connect device used for that purpose.

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

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

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

"Non-impaired Wire Center" means a Wire Center that meets the loop thresholds identified in 47 C.F.R. § 51.319(a)(4)(i) for DS1 Loops and 47 C.F.R. § 51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in 47 C.F.R. § 51.319(e)(3) and subject to the limitations of 47 C.F.R. § 51.319(e)(2)(ii)(A) for DS1 Dedicated Transport and 47 C.F.R. § 51.319(e)(2)(iii)(A) for DS3 Dedicated Transport.

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

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

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area

and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

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

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

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

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

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

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

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

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

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

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

“Physical Collocation” is an offering by Qwest that enables CLEC to: (1) Place its own equipment to be used for Interconnection or access to Unbundled Network Elements within or upon Qwest's Premises; (2) Use such equipment to interconnect with Qwest's network facilities for the transmission and routing of telephone Exchange Service, Exchange Access Service, or both, or to gain access to Qwest's Unbundled Network Elements for the provision of a Telecommunications Service; (3) Enter those Premises, subject to reasonable terms and conditions, to install, maintain, and repair equipment necessary for Interconnection or access to unbundled elements; and (4) Obtain reasonable amounts of space in Qwest's Premises, as provided in 47 C.F.R. § 51, for the equipment necessary for Interconnection or access to unbundled elements, allocated on a first-come, first-served basis.

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

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs. The POI is that point where the exchange of traffic takes place.

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

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

"POTS" means plain old telephone service.

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

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

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

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

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

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

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

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

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

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

"Qwest Tariff" refers to Qwest's interstate tariffs and state tariffs and Commission permitted price lists, and price schedules.

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

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

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

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

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM.

"Reseller" is a category of Competitive Local Exchange Carriers who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

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

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A route between two points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing, e.g., the 911/E911 tandem.

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

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

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

"Serving Wire Center" denotes the Wire Center from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

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

1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;

2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;

3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and

4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

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

"Spectrum Compatibility" means the capability of two (2) copper loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems.

"Subloop" shall have the meaning set forth in 47 C.F.R. § 51.319(b).

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

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

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service.

Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

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

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

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

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

"Telecommunications Carrier" is any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in section 226 of the Act). A telecommunications carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. This definition includes CMRS providers, interexchange carriers (IXCs) and, to the extent they are acting as telecommunications carriers, companies that provide both telecommunications and information services. Private Mobile Radio Service providers are telecommunications carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

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

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

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish

to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or a comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

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

"Tier 1 Wire Centers" means those Qwest Wire Centers that contain at least four (4) Fiber-based Collocators, at least 38,000 (thirty-eight thousand) Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Centers" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) Fiber-based Collocators, at least 24,000 (twenty-four thousand) Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Centers" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

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

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

"Unbundled Network Element" ("UNE") is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. As used in the Agreement, Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"Virtual Collocation" is an offering by Qwest that enables a requesting telecommunications carrier to: (1) Designate or specify equipment to be used for interconnection or access to unbundled network elements to be located within or upon Qwest's premises, and dedicated to such telecommunications carrier's use; (2) Use such equipment to interconnect with Qwest's network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, or for access to Qwest’s unbundled network elements for the provision of a telecommunications service; and (3) Electronically monitor and control its communications channels terminating in such equipment.

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

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their

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

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

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

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

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

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

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

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

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

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

expedited or other Dispute Resolution.

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

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval and shall be binding upon the Parties for a term of three (3) years (except as provided in Section 9.3 of this Agreement for the Subloop Section).

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. **The date of this notice will be the starting point for the negotiation window under Section 252 of the Act.**[1] This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.3 Prior to the conclusion of the term specified in Section 5.2.1 above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing Statement of Generally Available Terms, pursuant to Section 252(f) of the Act or Interconnection Agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

[1] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 6**

5.3 Proof of Authorization

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

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation by an End User Customer of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

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

5.4.2 A Billing Party may discontinue processing orders for the failure of the other Party (the "Billed Party") to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement no sooner than thirty (30) Days following the Payment Due Date. The Billing Party will notify the Billed Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services and a copy of such notification will be provided to the Commission, if required by Applicable Law. 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 Billed 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 Billed Party without further notice. For order processing to resume, the Billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the Billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the Billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the Billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement no sooner than sixty (60) Days following the Payment Due Date. The Billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the Billed Party at least ten (10) business days prior to disconnection of the unpaid service(s) and a copy of such notification will be provided to the Commission. 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 Billed Party without further notice. For reconnection of the non-paid service to occur, the Billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the Billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three Billing cycles of this Agreement and will not apply to amounts billed during those

three 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. Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by a Billing Party will comply with applicable Commission rules.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the charges under this Agreement, the disputing Party ("Disputing Party") will notify the Billing Party in writing within fifteen (15) Days following the Payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, the Disputing Party 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. If the dispute is not resolved through informal means, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, suspension or disconnection as set forth in Sections 5.4.2 and 5.4.3, instituting Dispute Resolution, an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction

5.4.4.1 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 in accordance with this Section 5.4.4.1. Late payment charges, as used in this Section 5.4.4.1, shall be the lesser of (i) the rate used to compute the Late Payment Charge in Qwest's Tariff for intrastate access services in Nebraska and (ii) the highest rate of interest that may be charged under Applicable Law.

5.4.4.1.1 If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the Disputing Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.1.2 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.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, the disputed charges paid may be refunded with interest in accordance with this Section 5.4.4.2. The interest calculated on such disputed amounts will be the same rate as the applicable late payment charges defined in Section 5.4.4.1.

5.4.4.2.1 If a Party pays the charges disputed 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.

5.4.4.2.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.3 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 5.4.4, the Party may, no later than two (2) years following the Payment Due Date, dispute the bill through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous 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 undisputed payment received thirty (30) 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 if allowed by the applicable Commission regulations, 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) Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the Billed Party's account or refunded, as appropriate, upon the 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 a Party from any requirements of this Agreement.

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

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

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

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be

for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

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

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

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

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

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

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

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the

other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without 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.

5.8 Limitation of Liability

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

5.8.2 Neither Party shall be liable to the other Party 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. Nothing in this Section 5.8.2 shall affect any amounts due and owing under an applicable Qwest Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

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

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

5.8.6 Intentionally Left Blank.

5.9 Indemnity

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

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

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by a 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.

5.9.1.3 Intentionally Left Blank.

5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall

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

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

5.10 Intellectual Property

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

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

that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

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

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

5.10.4 Except as expressly provided in Section 5.10, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party.

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

5.10.6 Intentionally left blank.

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

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

5.11 Warranties

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

5.12 Assignment

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

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that 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 one hundred twenty (120) Days from notice to CLEC of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

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

information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

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

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

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

a) was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Disclosing Party; or

b) is or becomes publicly known through no wrongful act of the Receiving Party; or

c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or

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

e) is disclosed to a third Person by the Disclosing Party without similar restrictions on such third Person's rights; or

f) is approved for release by written authorization of the Disclosing Party; or

g) is required to be disclosed by the Receiving Party pursuant to Applicable Law or regulation provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network if it is required to

submit such information to regulatory agencies including the FCC and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act so long as, in the absence of an applicable protective order, the Disclosing Party has been promptly notified by the Receiving Party and so long as the Receiving Party undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

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

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

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

5.16.9.1 In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the personnel with legitimate need-to-know access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide to the Commission the forecast information that CLEC has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information in accordance with applicable Commission procedures and further provided that Qwest provides notice to CLEC at least five (5)

business days prior to such release to the Commission, in order to allow CLEC to seek Commission protection of the information from public disclosure.

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

5.17 Survival

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

5.18 Dispute Resolution

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

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

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate

proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC actions, all such proceedings shall be initiated within the state of Nebraska.

5.18.4 Intentionally Left Blank.

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

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

5.18.7 Intentionally Left Blank.

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

5.18.9 Intentionally Left Blank.

5.19 Controlling Law

5.19.1 This Agreement shall be interpreted solely in accordance with applicable federal law and the state law of Nebraska.

5.20 Responsibility for Environmental Contamination

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

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

5.21 Notices

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

Qwest Corporation
Director - Interconnection Agreements
1801 California Street, 24th Floor
Denver, CO 80202
303-965-3029
303-896-7077(f)
intagree@qwest.com

With copy to:
Qwest Law Department
Attn: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to **CLEC** at the address shown below:

Douglas Garrett
VP, Regulatory Affairs
Cox Arizona Telcom, L.L.C.
2200 Powell Street, Suite 1036
Emeryville, CA 94608
douglas.garrett@cox.com
510 923-6220
510 923-6225(f)

Rob Logsdon
Director, Regulatory Affairs
Cox Iowa Telcom, L.L.C.
11505 West Dodge Road
Omaha, NE 68154
rob.logsdon@cox.com
402-933-2000
402 933-0011(f)

With copy to:
Suzanne Howard
Director, Federal Regulatory Affairs
Cox Communications
suzanne.howard@cox.com
404 843-5788
404 842-7909(f)

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained, and such notice shall be deemed effective upon delivery. In the event that notice is furnished via prepaid overnight express service, such notice shall be deemed effective on the day after submission to such service. In the event that notice is furnished via certified mail, return receipt requested, such notice shall be deemed effective on the date specified on the receipt. In the event that notice is furnished via e-mail, such notice shall be deemed effective on the date sent, unless the sending Party receives electronic notification that such transmission was either not delivered or not received on that date. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has retained 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 there-from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

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

5.24 Intentionally Left Blank

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

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

5.30.2 Intentionally Left Blank.

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

5.30.4 Once this Agreement is approved, any amendment to the Agreement by the Parties will be accomplished through Section 252 of the Act. This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.31 Entire Agreement

This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement. However, notwithstanding the foregoing or any other provision herein, each Party expressly reserves its rights with respect to all remedies with respect to any interconnection with a Party's network (including any Interconnection as defined in this Agreement), connection with or access to Qwest's unbundled network elements, or other any connection with or access to a Party’s facilities pre-existing the Effective Date of this Agreement, and nothing herein is intended by either Party to waive any and all rights with respect to the remedies for said practices that pre-exist this Agreement.

Section 6.0 – RESALE

Resale terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Resale, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), ISP-Bound, IntraLATA LEC Toll and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, ISP-Bound traffic and IntraLATA LEC Toll traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic) and ISP-Bound traffic; or End Office Switches to Access Tandem Switches for the exchange of IntraLATA LEC Toll or Jointly Provided Switched Access traffic. Qwest Switch to CLEC Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

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

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in Qwest territory in each LATA in which both Qwest and CLEC has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product, in which case Qwest shall offer the arrangement to CLEC.

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of CLEC's determination. An Entrance

Facility extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Qwest-provided Entrance Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest-provided Entrance Facilities are provided in Exhibit A. Qwest's private line transport service is available as an alternative to Qwest-provided Entrance Facilities, when CLEC uses such private line transport service for multiple services. Entrance Facilities may not be used for connecting to or accessing Unbundled Network Elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible to supply its portion of the facilities to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1 The Mid-Span Fiber Meet architecture requires each Party to provide the equipment on its side of the Point of Interconnection (POI). CLEC may designate Mid-Span Fiber Meet as the preferred architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

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

7.1.2.3.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

7.1.2.4 Intentionally Left Blank.

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. CLEC represents and warrants that it will not deliver transit traffic to Qwest from third parties. Where Qwest interconnects and delivers traffic to CLEC from third parties, Qwest shall bill such third parties the appropriate charges pursuant to the applicable Qwest Tariff, price lists or contractual offerings for such third party terminations. Qwest will not in any case have an obligation to bill third parties on behalf of CLEC for transited traffic originated by CLEC or compensate CLEC for third party transit traffic originated by such third party. Unless otherwise agreed to by the Parties via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

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

7.2.1.2.1 EAS/Local Exchange Service (EAS/Local) traffic, as defined in this Agreement.

7.2.1.2.2 ISP-Bound traffic.

7.2.1.2.3 IntraLATA Toll IntraLATA LEC Toll traffic as defined in this Agreement.

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

7.2.1.2.5 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and Access Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or Access Tandem Switches.

7.2.1.2.5.1 Until such time as the Parties implement an industry-standard methodology that permits CLEC to identify and bill such traffic, local calls exchanged between CLEC and third party Competitive Local Exchange Carriers utilizing Qwest's local wholesale switching (LWS) service, e.g., Qwest Platform Plus™, shall not be treated by the Parties as transit traffic from a routing or billing perspective. Rather, for the purposes of the Agreement, such traffic shall be treated as though it originates from or terminates to Qwest's End User Customers. The Parties agree to negotiate in

good faith an amendment to the Agreement in the event the Parties intend to implement such industry-standard billing methodology.[2]

7.2.1.2.6 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

a) Directory Assistance;

b) 911/E911;

c) Operator Busy Line Verify/Busy Line Interrupt;

d) Toll Free Services;

e) ISP-bound traffic.

7.2.2 Terms and Conditions

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

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated (or exchanged) using Local Interconnection Service (LIS).

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

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the private line transport service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from Qwest as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one of the other Party's End Office Switches, the

[2] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 24**

tandem provider is entitled to provide alternate Interconnection proposals for the other Party's consideration. Such proposals may include the request to establish a direct End Office Switch trunk group to the Party's End Office Switch.

7.2.2.1.4 LIS ordered to a switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to Qwest's End Office Switch, unless the Parties have agreed to a bill and keep compensation mechanism.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, Qwest may apply to the Commission for a waiver on an Individual Case Basis.

7.2.2.1.6 Qwest reserves its right to route traffic destined for CLEC's End User Customers via a Qwest Tandem Switch if direct trunking has not been established.

7.2.2.2 IntraLATA LEC Toll Traffic

7.2.2.2.1 IntraLATA LEC Toll traffic shall be delivered to Qwest at the Access Tandem Switch or via separate trunks to Qwest's End Office Switch(es), as designated by CLEC.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another Competitive Local Exchange Carrier, LEC, or wireless Carrier that is connected to Qwest's local and/or Access Tandem Switch. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and Billing functions.

7.2.2.3.3 CLEC is responsible for payment of appropriate rates to Qwest for CLEC-originated transit traffic.

7.2.2.3.4 CLEC agrees to exert its best efforts to enter into traffic exchange arrangements with third party Telecommunications Carriers regarding traffic to be transited to such third party Telecommunications Carriers. In the event CLEC originates traffic that transits Qwest's network to reach a third party Telecommunications Carrier with whom CLEC does not have a traffic exchange agreement, then CLEC will indemnify, defend and hold harmless Qwest any and all charges levied by such third party Telecommunications Carrier, including any

termination charges related to such traffic and any attorneys fees and expenses. In the case of IntraLATA LEC Toll traffic where Qwest is the designated IntraLATA LEC Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.5 When either Party receives an unqueried call from the other Party to a telephone number that has been ported to another local services provider, that Party will complete that call to such local services provider and the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' respective FCC and state access tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.4.1 The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) or more states within a single LATA.

7.2.2.4.2 The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

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

7.2.2.6 Signaling Options

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) under Qwest Tariffs or CLEC Tariffs; or (b) from a third party signaling provider. Provided CLEC declares a Percent Other Message (POM), pursuant to the Qwest Tariff for intrastate access, neither Party shall directly charge the other for the exchange of SS7 signaling associated with local, EAS, IntraMTA (CMRS providers only), the Local Exchange Company portion of Jointly Provided Switched Access and a Parties own originated toll. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342, as applicable.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for new LIS trunks. Qwest will provide CLEC with a listing of Qwest Switches fully capable of routing 64CCC traffic through the Qwest web site: http://www.qwest.com/disclosures. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

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

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

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

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify LIS trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, Qwest will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the

necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch vs. Tandem Switch routing (see Section 7.2.2.1.3).

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

7.2.2.8.6.1 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks required is less than fifty percent (50%) of forecast, Qwest will make capacity available in accordance with the lower forecast

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, the Parties shall provide:

a) Completed Qwest LIS Trunk Forecast Forms.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest web site at http://www.qwest.com/iconn/.

a) Qwest Tandem Switches and Qwest End Office Switches (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) Current and planned Switch generics (ICONN).

Qwest will notify CLEC six (6) months prior to LERG amendment that it anticipates adding a new Tandem Switch unless earlier notification is required under the Act.

7.2.2.8.10 Qwest network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.

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

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC and Qwest forecasts shall be provided to as detailed in Qwest's Trunk Forecast Form;

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

7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, a Party (the Requesting Party) may notify the other Party (the Receiving Party) of its desire to resize the trunk group. Such notification shall include the Requesting Party's information on current utilization levels. If the Receiving Party does not submit an ASR or TGSR to resize the trunk group or provide the Requesting Party with its reasons for maintaining excess capacity within thirty (30) Days of the written notification, the Requesting Party may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, the Requesting Party shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

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

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction.

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

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between Qwest Tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Intentionally Left Blank.

7.2.2.9.3 The Parties will use separate 911/E911 trunks at the 911/E911 tandems and mass calling trunks at the appropriate switches. Unless otherwise stated in this Agreement, CLEC may select one of the following two-way trunking arrangements options for a particular LATA for both Parties to follow for the exchange of traffic:

Option 1: Separate trunk groups for each of:

(a) Exchange Service (EAS/Local) and ISP-Bound traffic at

(i) End Office Switches under the conditions set forth in Section 7.2.2.1.3 and local tandems where a local tandem(s) exists, or

(ii) direct End Office Switch trunk groups to every End Office Switch in the Local Calling Area where no local tandem exists;

(b) (1) IntraLATA LEC Toll traffic at the Access Tandem(s);

(b) (2) IntraLATA LEC Toll traffic at the Access Tandem(s) and on a separate trunk group to the End Office Switch(es) as follows:

i. CLEC may route IntraLATA LEC Toll traffic to the NPA-NXX(s) associated with the Qwest End Office Switch.

ii. Qwest will route IntraLATA LEC Toll traffic through the Access Tandem(s).

(c) Jointly Provided Switched Access at the Access Tandem(s);

Option 2: A single point of presence (SPOP) using the trunking arrangements described in this option.

2.A. Where there is a Qwest local tandem serving an End Office that CLEC intends to terminate traffic the following apply:

i. Section 7.2.2.9.6;

ii. Section 7.2.2.9.6.1;

iii. When CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, CLEC may choose to use the Access Tandem for local traffic in the circumstances described in Section 7.2.2.9.6. CLEC is required to submit an electronic letter on CLEC letterhead to Qwest stating to which local tandems they will not interconnect. This letter should include the local tandem CLLIs and CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of those local tandems.

iv. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service (EAS/Local) and ISP-Bound traffic.

v. CLEC may select a combined trunk group to the Qwest Access Tandem for both IntraLATA LEC Toll and Jointly Provided Switched Access or separate trunk groups to the Qwest Access Tandem for each of IntraLATA LEC Toll and Jointly Provided Switched Access.

vi. Where direct End Office trunk group(s) are used with Option 2A, CLEC may order a trunk group for Exchange Service (EAS/Local) and ISP-Bound traffic and a separate trunk group for IntraLATA LEC Toll traffic.

2.B. Where there is no Qwest local tandem serving a Qwest End Office, the following applies:

Where direct End Office trunk group(s) are used with Option 2B, CLEC may order a trunk group for Exchange Service (EAS/Local) and ISP-Bound traffic and a separate trunk group for IntraLATA LEC Toll traffic.

For tandem-routed traffic, CLEC may choose from one of the following:

i. A two-way CLEC LIS trunk group to the Qwest Access Tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, ISP-Bound traffic, IntraLATA LEC Toll and Jointly Provided Switched Access.

ii. A two-way CLEC LIS trunk group to the Qwest Access Tandem for CLEC Jointly Provided Switched Access traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest Access Tandem for the combined Exchange Service EAS/Local, ISP-Bound traffic and IntraLATA LEC Toll traffic terminating to, originating from, and transiting the Qwest network.

iii. A one-way terminating CLEC LIS trunk group to the Qwest Access Tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, ISP-Bound, IntraLATA LEC Toll and Jointly Provided Switched Access traffic. Qwest will return the traffic via one combined EAS/Local, ISP-Bound, IntraLATA LEC Toll and Jointly Provided Switched Access trunk group.

iv. A one-way LIS trunk group to the Qwest Access Tandem for Jointly Provided Switched Access traffic terminating to the IXC FG A/B/D network through the Qwest network and an additional one-way trunk group to the Qwest Access Tandem for the combined Exchange Service EAS/Local, ISP-Bound, and IntraLATA LEC Toll traffic terminating to, originating from, and transiting the Qwest network. Qwest will return the traffic via one combined EAS/Local, ISP-Bound, IntraLATA LEC Toll, and Jointly Provided Switched Access trunk group.

7.2.2.9.3.1 If CLEC elects to have a separate trunk group for Jointly Provided Switched Access in a particular two-way trunking option (i.e., Options 1,2.A, or 2.B.ii), the Parties will route interLATA and intraLATA toll involving a third party IXC(s) over the Jointly Provided Switched Access trunk group(s) and Jointly Provided Switched Access traffic may not be combined with Exchange Service (EAS/Local), ISP-Bound or IntraLATA LEC Toll traffic.

7.2.2.9.3.2 If CLEC elects Option 2.B., Qwest, at CLEC's request, will declare a percent local usage (PLU) factor for Qwest originated traffic. Such PLU will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC should apportion per-minute of use (MOU) charges appropriately. The calculation of the PLU will represent the ratio of the EAS/Local minutes to the sum of EAS/Local and IntraLATA LEC Toll minutes sent by Qwest over a particular Local Interconnection trunk group. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

7.2.2.9.4 Trunk group connections will be made at a DS1 level for exchange of EAS/Local, ISP-Bound and IntraLATA LEC Toll/Jointly Provided Switched Access traffic. 911/E911 trunk groups may be made below a DS1 level, as negotiated.

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

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for 911 trunking, upon mutual agreement the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

7.2.2.9.6 CLEC may interconnect at either the Qwest local Tandem Switch or the Qwest Access Tandem Switch for the delivery of local exchange traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 BHCCS) from CLEC's Switch to those Qwest End Office Switches subtending a Qwest local Tandem Switch, Qwest may petition the Commission to require CLEC to transition to a direct trunk group to the Qwest local Tandem Switch.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent Qwest is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another Competitive Local Exchange Carrier, or another ILEC, it will offer the same trunking for CLEC.

7.2.2.9.8 Intentionally Left Blank.

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

7.2.2.10 Testing

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

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing. CLEC does not offer additional acceptance testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters. If a Party (the “Reporting Party”) reports trouble associated with a LIS trunk group and: (1) the Party to whom the trouble is referred (the “Dispatching Party”) must dispatch a technician to an unmanned location; and (2) no trouble is found in the Dispatching Party’s network, then the Dispatching Party may bill the Reporting Party a maintenance of service charge from the period of time the technician is dispatched until the work is completed. No charge will apply if trouble is found in the Dispatching Party’s network. The maintenance of service charge shall be assessed according to the rate(s) in Dispatching Party’s interstate Access Tariff.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for

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

7.3 Reciprocal Compensation

The Reciprocal Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where Qwest interconnects and delivers traffic to CLEC from third parties, Qwest shall bill such third parties the appropriate charges pursuant to its tariffs, price lists or contractual offerings for such third party terminations. Qwest will not in any case have an obligation to bill third parties on behalf of CLEC for transited traffic originated by CLEC or compensate CLEC for third party transit traffic originated by such third party. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

7.3.1 Interconnection Facility Options

7.3.1.1 Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as private line transport service from the Qwest state or FCC access tariffs, the rates from those tariffs will apply.

7.3.1.1.2.1 Intentionally Left Blank.

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

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by using an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If CLEC’s End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest Local Calling

Area, regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent.

7.3.1.2 Collocation will be provided in accordance with Section 8.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch for IntraLATA LEC Toll, or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

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

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

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility using an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new

factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If CLEC's End User Customers are assigned NPA-NXXs associated with a rate center other than the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest Local Calling Area, regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the Party providing new, or the rearrangement of existing, LIS trunks. But under no circumstances may CLEC assess installation nonrecurring charges for the installation of new LIS trunks or nonrecurring charges for rearrangement of existing LIS trunks if CLEC uses the LIS trunk solely for ISP-Bound traffic. The LIS Trunk non-recurring rates are specified in Exhibit A and nonrecurring charges for trunk rearrangement for each LIS trunk rearrangement ordered, will be billed at one-half (1/2) the LIS Trunk non-recurring rates specified in Exhibit A.

7.3.3.1.1 In the event a Party (the "Rearranging Party") is forced to rearrange its existing LIS trunks to accommodate a network modification or reconfiguration initiated or caused solely by the other Party (the "Triggering Party") the Rearranging Party will not be assessed non-recurring charges by the Triggering Party for ordering such LIS trunk rearrangement.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this Agreement, or (2) change of law regarding bill and keep.

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7.3.4.1.3 Intentionally Left Blank.

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

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) change of law regarding bill and keep.

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7.3.4.2.3 Intentionally Left Blank.

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

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7.3.4.4 Intentionally Left Blank.

7.3.5 Miscellaneous Charges

7.3.5.1 Upon a request for a cancellation of a LIS trunk order, cancellation charges will be paid by the Party requesting the cancellation of the LIS trunk order based upon the critical dates, terms and conditions in accordance with Qwest's Access Tariff Section 5.2.3 and the trunk nonrecurring charges referenced in Exhibit A.

7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 A Party will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR). An expedite charge will be paid by the Party requesting the expedite of the LIS trunk order pursuant to the rates in Exhibit A.

7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site at:

http://www.qwest.com/wholesale/clecs/exescover.html

7.3.5.2.3 In a blocking situation, i.e., when additional LIS trunking capacity is required to reduce actual, measured blocking to objective design blocking levels based upon analysis of trunk group data, the ordering Party may note "Service Affecting" on the ASR.

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-Bound traffic is governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-Bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-Bound traffic.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit: A per-minute-of-use rate will be charged to the originating Party, as contained in Exhibit A.

7.3.7.2 IntraLATA Toll Transit: A per-minute-of-use rate will be charged to the originating Party, as contained in Exhibit A.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access tariffs.

7.3.7.4 Category 11 mechanized record charge, per record, for records provided to the terminating Party, as contained in Exhibit A.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only traffic it originates without CPN, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and IntraLATA LEC Toll traffic delivered to the other Party. Qwest will be responsible for passing CPN to CLEC if the CPN is signaled from a third party for traffic delivered to CLEC. The Switch owner will provide to the other Party, upon written request, information to demonstrate that each Party's portion of non-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

7.3.9 Intentionally Left Blank.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify the following requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different from those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. CLEC will order its trunks when it uses one-way trunks for its originating traffic, or when it uses two-way trunks. Qwest will be responsible for ordering trunks when it uses one-way trunks for its originating traffic.

7.4.2 The Parties will make every effort to determine the proper routing of one another's NPA-NXXs based on information contained in Access Service Requests (ASRs), Local Exchange Routing Guide (LERG) and from existing trunking records. However, if the proper route is not discernable from the information available, a Party may request additional routing information, e.g., the CLLI codes, associated with the NXX(s) in question. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the Qwest web site: http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

7.4.2.1 Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups where such trunk groups are dedicated to or associated with specific NPA-NXX(s).

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

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

7.4.5 Intentionally Left Blank.

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

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

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

a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;

b) Intentionally Left Blank.

c) Billing for the service will commence.

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

7.5 Jointly Provided Switched Access Services

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

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

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

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

7.6 Transit Records

7.6.1 Qwest will provide wireline network usage data originated by a wireline LEC where the NXX resides in a wireline LEC Switch, and the call transits Qwest's network, and terminates to CLEC's network. Qwest agrees to provide to CLEC this wireline network usage data when Qwest acts as a transit provider. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to Qwest information so

that Qwest may provide such records on a mechanized basis when Technically Feasible. This includes, but is not limited to; service center information, operating company number, and state jurisdiction. Qwest agrees to provide wireline network usage data as Category 11-01-XX.

7.6.2 Qwest will provide wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch and the call transits Qwest's network, and terminates to CLEC's network. Qwest agrees to provide to CLEC this wireless network usage data when Qwest acts as a transit provider. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the WSP. CLEC will provide to Qwest information so that Qwest may provide such records on a mechanized basis when Technically Feasible. This includes, but is not limited to; service center information, operating company number and state jurisdiction. Qwest agrees to provide wireless network usage data as Category 11-01-XX.

7.6.3 A charge will apply for the above Category 11-01-XX transit records sent in an EMR mechanized format. These records are used to provide information necessary for CLEC to bill the originating Carrier for call termination when Technically Feasible. The charge for each Billable Record created and transmitted is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of Billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties the parties agree that for non-ICS messages they will use the existing processes established between the Parties under separate agreement The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Upon request, a Party will provide the appropriate call records in an agreed-upon format to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its End User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), Ancillary Services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements, Interconnection and accessing Ancillary Services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process. A previously successful method of obtaining Interconnection or access to Unbundled Network Elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is Technically Feasible in the case of substantially similar Qwest network Premises or points. If CLEC seeks a particular Collocation arrangement, either physical or virtual, CLEC is entitled to a presumption that such arrangement is Technically Feasible if any LEC has deployed such Collocation arrangement in any incumbent LEC premises.

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

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

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

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

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

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

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

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

8.1.1.7 Intentionally Left Blank.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent

to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

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

8.1.1.9 Facility Connected (FC) Collocation -- Facility Connected (FC) Collocation allows CLEC to access UNEs, Interconnection, Ancillary Services and Finished Services within a Qwest Wire Center via an Entrance Facility without collocating physical equipment in the Wire Center. FC Collocation is provided on a termination block or termination panel within the designated Wire Center and is engineered, provisioned, maintained, and repaired by Qwest.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

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

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard. DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or an End User Customer's premises).

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing local Exchange Service.

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

8.2.1.2.5 In the event Qwest objects to collocation of equipment by CLEC for purposes within the scope of section 251(c)(6) of the Act, Qwest shall prove to the state commission that the equipment will not be actually used by CLEC for the purpose of obtaining Interconnection or access to Unbundled Network Elements.

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

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

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

a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) at a direct connection point of termination as described in Section 8.3.1.11.2; or

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

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

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

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety requirements on CLEC equipment that are more stringent than the safety requirements Qwest imposes on its own equipment located on its Premises. In the event Qwest denies collocation of CLEC's equipment, citing safety standards, Qwest shall provide to CLEC within five business days of the denial a list of all equipment that Qwest locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet.

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

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

c) any modifications in the use of the space since the last report;

d) measures that Qwest is taking to make additional space available for Collocation;

e) whether sufficient power is available to meet the specific CLEC request;

f) number of CLECs in queue at the Premises, if any;

g) whether the Wire Center is equipped with DS3 capability; and

h) the number and description of Qwest and its Affiliates and reservations of space by all CLECs.

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

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC through the Raw Loop Data Tool. Remote Premises with digital loop carrier and pair gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at http://www.qwest.com/iconn.) If CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, Qwest

will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

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

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and

CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

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

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (www.qwest.com/wholesale/notices/collo/spaceavail.html), indicating all Premises that are full, and will update this document within ten (10) Days of the date at which a Premises runs out of physical space and will update the document within ten (10) Days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

a) Number of CLECs in queue at the Premises, if any;

b) Premises that have not been equipped with DS3 capability;

c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and

d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

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

8.2.1.14 Reclamation and Reconditioning of Space

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

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

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

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

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

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

8.2.1.15.2 In the event CLEC has requested a direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection arrangement with the same BAN as the Collocation job to be canceled, the associated direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection will also be cancelled.

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

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

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System

(NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest web site at: http://www.qwest.com/wholesale/pcat/collocation.html.

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

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

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

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

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

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3.

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

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) Days past due.

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

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections, CLEC must notify all of its current End User Customers affected by the discontinuation of service. For direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both parties involved in the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection arrangement. Failure to include such e-mail notification or LOA will result in the rejection of the Collocation Decommission Application.

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

8.2.1.22.1.4 Qwest will remove all Collocation entrance facilities. For shared Collocation entrance facilities, Qwest will cut all fiber and/or

copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, Qwest will remove and dispose of the Collocation entrance fiber.

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

8.2.1.22.1.6 For Collocations with direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection arrangements, CLEC is required to disconnect and remove the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections. Qwest prefers that CLEC disconnect and remove the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) Days from Qwest's acceptance date of the Collocation Decommission Application to disconnect and remove the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection cables. If CLEC has not removed the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections, it will be treated as abandoned equipment.

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

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one year after the date of decommissioning.

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

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

arrangements have been agreed to by Qwest.

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

8.2.1.22.1.10 Billing - Qwest will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

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

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another Competitive Local Exchange Carrier or Qwest are waiting in queue for available space within the requested Premises; however, if assuming Competitive Local Exchange Carrier acquires all or substantially all of the Collocation sites of vacating Competitive Local Exchange Carrier in Qwest Premises in the state, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a Qwest Premises, Collocation Transfer of Responsibility shall be available when the vacating Competitive Local Exchange Carrier and assuming Competitive Local Exchange Carrier are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If the vacating Competitive Local Exchange Carrier has filed for bankruptcy, the assuming Competitive Local Exchange Carrier must comply with Applicable Law in obtaining the transfer of the Collocation site.

8.2.1.22.2.2 Both vacating Competitive Local Exchange Carrier's

and assuming Competitive Local Exchange Carrier's Interconnection Agreements with Qwest must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. The assuming Competitive Local Exchange Carrier is required to have an Interconnection Agreement with Qwest prior to submitting a Collocation Transfer of Responsibility request. The assuming Competitive Local Exchange Carrier will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, the Competitive Local Exchange Carrier's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity.

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming Competitive Local Exchange Carrier of the nonrecurring Collocation transfer charges reflected on the quote.

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

8.2.1.22.2.6 The transfer of equipment between a vacating Competitive Local Exchange Carrier and an assuming Competitive Local Exchange Carrier will be the responsibility of the vacating Competitive Local Exchange Carrier and assuming Competitive Local Exchange Carrier. Qwest is not responsible for the physical condition of the vacating Competitive Local Exchange Carrier's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in the Competitive Local Exchange Carrier’s Interconnection Agreements. The negotiation of the transfer terms and conditions between the vacating Competitive Local Exchange Carrier and assuming Competitive Local Exchange Carrier is the responsibility of those two parties. Qwest will not participate in these negotiations. Qwest will only manage the database and records transfer.

8.2.1.22.2.7 The assuming Competitive Local Exchange Carrier will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Competitive Local Exchange Carrier address, phone number, billing and contact information, and contract number. The

Collocation eleven (11) character Competitive Local Exchange Carrier CLLI™ code will remain the same.

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quote Acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by Qwest until the assuming Competitive Local Exchange Carrier has accepted the quote for the Collocation Transfer of Responsibility.

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or cancelled by the vacating Competitive Local Exchange Carrier prior to the quote Acceptance.

8.2.1.22.2.10 If the vacating Competitive Local Exchange Carrier does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then the vacating Competitive Local Exchange Carrier must relinquish security access to the building.

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

8.2.1.22.2.12 The assuming Competitive Local Exchange Carrier's financial obligations to Qwest must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

8.2.1.22.2.13 The vacating Competitive Local Exchange Carrier and assuming Competitive Local Exchange Carrier must provide a signed Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of Responsibility Application without working circuits, the vacating Competitive Local Exchange Carrier must ensure that no active circuits exist at the Collocation site to be transferred.

8.2.1.22.2.15 Prior to transferring a Collocation site with working circuits, the vacating Competitive Local Exchange Carrier must notify, in writing, all of its current End User Customers that utilize the Collocation site's equipment or facilities of the transfer of service to the assuming Competitive Local Exchange Carrier, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority. Vacating CLEC must provide an e-mail notification to Qwest with the Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

8.2.1.22.2.16 If the Collocation site being transferred has a direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both Competitive Local Exchange Carriers in the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier arrangement authorizing the transfer of the direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection service to the assuming Competitive Local Exchange Carrier. A separate LOA is required for each direct Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier relationship associated with the transferring Collocation site. Each LOA shall identify the Competitive Local Exchange Carriers, CLLI codes, and BANs for their respective Collocations.

8.2.1.22.2.17 The vacating Competitive Local Exchange Carrier and/or assuming Competitive Local Exchange Carrier will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), and line splitting. The assuming Competitive Local Exchange Carrier may submit LSRs once it has accepted the quote for the Collocation Transfer of Responsibility and has received the preliminary APOT information from Qwest. Orders to transfer Local Interconnection Service (LIS) trunks and Ancillary Services with no translation activity, as well as private line and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. The assuming Competitive Local Exchange Carrier is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, the vacating Competitive Local Exchange Carrier, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

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

8.2.1.22.3 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to Qwest within thirty (30) Days of the notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) Days of the delivery of such Resolution Request, then thirty (30) Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in

accordance with the terms of Section 8.2.1.22.1 of this Agreement.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another Competitive Local Exchange Carrier located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Collocation Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections shall be ordered either as part of a Collocation Application under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier Cross Connections at the ICDF.

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

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

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

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by

CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two Competitive Local Exchange Carriers are involved, one Competitive Local Exchange Carrier acts as the "ordering" Competitive Local Exchange Carrier. The ordering Competitive Local Exchange Carrier identifies both connection CFAs on the ASR and requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. The ordering Competitive Local Exchange Carrier is responsible for obtaining these forms. The standard industry forms for Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

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

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

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

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

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

Qwest uses in approving contractors for its own purposes.

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

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

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with Qwest. CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) Days of receipt. Joint Testing will be complete within ninety (90) Days of the RFS if Joint Testing is requested on the Collocation Application form or ninety (90) Days from acceptance of the Joint Testing Application form.

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

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest will not operate CLEC test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults.

CLEC is responsible for replacement or repair of CLEC-provided facilities.

8.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One pair is counted as two terminations and errors are counted on a one termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.

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

8.2.1.32.1 Applications for DC Power Reduction may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction and identify the specific power feeds to be reduced. CLEC should submit the applicable QPF or Engineering and Design fee with its Collocation Application requesting DC Power Reduction. Qwest will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quote for the DC Power Reduction will be provided to CLEC within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quote. CLEC payment of all quoted nonrecurring charges constitutes acceptance and Qwest will then perform the work. If CLEC accepts the quote within seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quote after seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

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

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

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

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

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

8.2.1.33.2 Qwest Postings. Collocation sites available in Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the Qwest Postings and will be available under the terms and conditions set forth in the Agreement. CLEC may request to add to or complete the Collocation site to its specifications. CLEC may also request that Qwest reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the Qwest Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. Qwest shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 Qwest may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that Qwest is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is

conveyed without any Qwest warranties or representations of any kind, express or implied. CLEC is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and shall conform and comply with: (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. § 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. § 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. § 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations; (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of CLEC; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, CLEC shall be listed as the generator, arranger and owner of the materials.

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

8.2.1.33.6 Charges for Collocation sites listed in the Qwest Postings will be on a site specific basis, according to the Agreement and CLEC's requested work in the Collocation Application. CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 8.2.1.22.

8.2.1.34 CLEC Collocation of Splitters terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order CLEC Collocation of Splitters, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

8.2.1.35 Collocation Joint Inventory Visit. Collocation Joint Inventory Visit allows CLEC to request a comprehensive visit with Qwest at an existing Central Office Collocation site. The purpose of this Joint Inventory Visit is to review space, power, terminations, synchronization, administrative lines, virtual equipment, AC outlets, and to verify billable rate elements versus actual billing.

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

8.2.1.35.2 Joint Inventory Visit is available for any Central Office premise type of Collocation.

8.2.1.35.3 Joint Inventory Visit quote will be communicated from the Qwest Collocation Project Management Center (CPMC) via e-mail to CLEC and followed by an invoice requiring 100% payment. Quotes are sustainable upon receipt, since the shortened timeframe requires immediate processing by Qwest.

8.2.1.35.4 The visits will be conducted during normal business hours defined as: Monday through Friday from 8 am to 5 pm local time excluding Qwest recognized holidays.

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

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

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

8.2.1.35.8 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at http://www.qwest.com/wholesale/pcat/collocation.html#imp.

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

8.2.1.35.10 CLEC will receive an e-mail acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business day.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, Ancillary Services and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

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

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

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements applicable to collocated equipment in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

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

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different from the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

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

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs, Ancillary Services and Interconnection, except that Qwest may

provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Intentionally Left Blank.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

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

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

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

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical

integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise: (1) Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8; and (2) Qwest attests via affidavit that all of its equipment at the Premises meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

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

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards to the same extent Qwest’s equipment meets those standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous

space is not available, bays may be commingled with other Competitive Local Exchange Carriers' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber Entrance Facilities, 2) purchasing private line or Access Services, and 3) Unbundled Network Elements. Other Entrance Facility technologies may be requested through the BFR process.

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

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest-provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to an Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

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

8.2.4.3.2 Cross Connect Fiber Entrance Facility - The cross connect fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable in twelve (12) fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable terminates in a fiber distribution panel. This fiber

distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in four (4) and twelve (12) fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one conduit with two unused innerducts (one for emergency restoral and one for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation Entrance Facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation Entrance Facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two such Interconnection points at each Qwest Wire Center when at least two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation Entrance Facility solely for Collocation. If Qwest requires the construction of a new Collocation Entrance Facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Microwave Entrance Facilities, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available if CLEC has not obtained Caged or Cageless Physical Collocation, but requires access to Qwest's Wire Center for combining Unbundled Network Elements, Finished Services, LIS trunks, and Ancillary Services. ICDF Collocation provides CLEC with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, Finished Services, LIS trunks and Ancillary Services ordered by CLEC. CLEC may combine such services by running a jumper on the ICDF, in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame. Qwest-provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by Qwest in CLEC's ICDF Collocation space.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element, Finished Service, and Ancillary Service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element, Finished Service, and Ancillary Service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, Ancillary Services and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Intentionally Left Blank.

8.2.6 Terms and Conditions - Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall

have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another Competitive Local Exchange Carrier for use for Interconnection and or access to UNEs. Transfer to another Competitive Local Exchange Carrier shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

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

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

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

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.2.8 Terms and Conditions – Facility Connected (FC) Collocation

8.2.8.1 Facility Connected (FC) Collocation provides access via an Entrance

Facility if CLEC does not need to collocate equipment in the Wire Center but requires access for Interconnection or access to UNEs, Ancillary Services and Finished Services. CLEC will submit its order using the FC Collocation Application. FC Collocation is provided on a termination block or termination panel within the designated Wire Center. Qwest will engineer, provision, maintain and repair all services to the FC Collocation. CLEC does not have physical access to the FC Collocation.

8.2.8.2 Qwest will perform the installation of services to the block or panel termination point indicated by CLEC on its orders, LSRs or ASRs, based on the connecting facility assignments (CFAs) from CLEC's alternative point of termination (APOT) form.

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and Cross Connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services. If utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility. DS1 copper Entrance Facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX panel. Qwest will install and charge for this line voltage isolation equipment.

8.2.8.3.2 Fiber Entrance Facility termination and Cross Connection.

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR).

8.2.8.4 Protection for lightning or voltage is required for copper Entrance Facilities and will require protection units (i.e., line voltage isolation equipment) on standard connector blocks on the distribution frame. Qwest will engineer and install this protection. All copper cables must come through a cable vault and have grounded/bonded sheaths.

8.2.8.5 CLEC is responsible for providing an Entrance Facility to the Qwest designated Collocation Point of Interface (C-POI).

8.2.8.6 All Qwest terminations on the termination frame or panel will be given a frame address. Qwest will maintain frame or panel address records for Qwest terminations. CLEC will maintain its CFA records.

8.2.9 Common Area Splitter Collocation terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Common Area Splitter Collocation, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

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

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

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation Entrance Facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

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

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty amps. If CLEC orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.30. Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one amp minimum charge for -48 volt DC power usage.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three

hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, Ancillary Service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, Ancillary Service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an appropriate Demarcation Point including, but not limited to, the following:

a) Existing Interconnection Distributing Frame (ICDF)

b) Existing DSX Panels for DS1 and DS3 services

c) New Interconnection Distributing Frame

d) Existing Toll Frame

e) Fiber Distribution Panel

f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at its request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be

designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross connect device of the modular type, i.e., COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one block for every two outside plant modules. A one-half shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and

feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

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

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. If used, CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Intentionally left blank.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one hour per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for

any time exceeding the one hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 8.2.1.31.3.

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

8.3.1.20 Collocation Available Inventory Charges. For standard Qwest Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

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

8.3.2 Rate Elements - Virtual Collocation

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

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated

equipment in the same metropolitan area. Where more than one CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

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

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage

of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.1.1 Space Construction and Site Preparation Single Bay Credit. When CLEC requests a cageless single-bay configuration, the Adjustment for Single Bay, Change to Standard Design credit (Exhibit A) will be applied toward the space construction quote which may include the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

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

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be

reasonably identified and their costs determined.

8.3.7 Rate Elements – Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier Connections

8.3.7.1 The charges for Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections are addressed in Section 8.3.1.16.

8.3.8 Rate Elements – Facility Connected (FC) Collocation

8.3.8.1 Rate elements for Facility Connected (FC) Collocation include: QPF or Planning and Engineering; copper entrance facility; fiber entrance facility; termination block with gas protectors; termination panel; and DS1 voltage isolation. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for FC Collocation based on CLEC's FC Collocation Application and the type of Entrance Facility requested.

8.3.9 Splitter Collocation terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Splitter Collocation, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

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

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by

CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

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

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. CLEC's forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Collocation Application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation (optional);

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);

f) Intentionally Left Blank;

g) Entrance Facility Type (e.g., Express Fiber, Private Line);

h) Type and Quantity of Terminations (optional); and

i) Month or Quarter, during or after which CLEC expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;

b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat dissipation;

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);

f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., cross connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);

g) Entrance Facility type;

h) Type and quantity of terminations;

i) If desired, an alternate form of Collocation if the first choice is not available; and

j) Billing contact.

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

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

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

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

honored, if available.

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

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

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) Days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) Days after receipt of the quotation.

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

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent payment as follows:

a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest and Qwest Affiliates may option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

a) Transmission equipment – one year

b) Circuit switching equipment – three years

c) Power plants – five years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

a) The Party requesting the option may specify the amount of space to be optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.

b) A requesting CLEC may option one Collocation space per Wire Center.

c) The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation

- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the optioned space applies. The option quote expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring

portion of the Option Fee, Qwest will option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the option time frame will begin. The prioritization of optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such option. The option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an option request to avoid expiration, CLEC must:

a) Submit a Collocation Application during the option time frame; or

b) The option may be renewed if a Collocation Space Option Application is received at least ten (10) Days prior to the expiration of the term of the existing option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the option enforcement notice process by notifying the option party or parties with the most recent space option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The option enforcement notice serves as notification to the option party that Qwest is in possession of a valid Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) Days of receipt of the option enforcement notice. This process continues for all optioned space until all optioned space is exercised or optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other Competitive Local Exchange Carriers require the use of CLEC's

contiguous space. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at $2 (two dollars) per square foot per month.

8.4.1.8.8 In the event that the option party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), and ICDF Collocation (Section 8.4.4) apply to a maximum of five Collocation Applications per CLEC per week per state. If six or more Collocation Applications are submitted by CLEC in a one week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five Collocation Applications from CLEC per week per state, depending on the volume of Collocation Applications pending from other CLECs.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

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

8.4.2.2 Quotation – If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require

receipt of a Collocation Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval - The interval for Virtual Collocation shall vary depending upon three factors: 1) whether CLEC provides its Acceptance within seven (7) Days receipt of the quotation; 2) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application; and 3) whether the Collocation Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.2.4.3 Intentionally Left Blank.

8.4.2.4.4 Intentionally Left Blank.

8.4.2.4.5 Intervals for Major Infrastructure Modifications – A Collocation Application may require Qwest to complete major infrastructure modifications to

accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.2.4.1 through 8.4.2.4.2 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Intentionally Left Blank.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

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

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Collocation Entrance Facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon two factors: 1) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and, 2) whether the Collocation Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard

intervals.

8.4.3.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Intentionally Left Blank.

8.4.3.4.4 Intentionally Left Blank.

8.4.3.4.5 Intervals for Major Infrastructure Modifications – A Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.1 through 8.4.3.4.2 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Intentionally Left Blank.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. CLEC may submit an ICDF forecast in accordance with Section 8.4.1.4. The forecast shall include demand by DS0, DS1 and DS3 capacities that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

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

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall depend on whether CLEC provides its Acceptance within seven (7) Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Applications with Timely Acceptance – If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Applications with Late Acceptance – If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 Intentionally Left Blank.

8.4.4.4.4 Intentionally Left Blank.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by Qwest, in accordance with CLEC's Collocation Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another Competitive Local Exchange Carriers' equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application.

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

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) Days of receipt of Collocation Application. Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two forms of Acceptance for Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections:

8.4.7.3.1 Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections requiring the construction of new cable rack by Qwest shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application.

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

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) Days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two forms of Acceptance for Direct Connection:

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

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering – Facility Connected (FC) Collocation

8.4.9.1 Application – Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study. The feasibility study will be provided within ten (10) Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

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

8.4.9.2 Quotation – If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of providing the feasibility study. Facility Connected Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 Acceptance – Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.9.4 Interval – The interval for FC Collocation shall vary depending based on two factors: 1) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and 2) whether CLEC delivers its Entrance Facility to Qwest's C-POI in

a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application. Qwest will provide FC Collocation ninety (90) Days from receipt of a complete Collocation Application with timely Acceptance of the quote by CLEC. With late Acceptance of the quote by CLEC, Qwest will provide FC Collocation ninety (90) Days from Acceptance. CLEC must have its Entrance Facility at the C-POI no later than fifty-three (53) Days after Qwest receives the complete Collocation Application. If CLEC's Entrance Facility is not completed to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Application, Qwest shall complete the FC Collocation within forty-five (45) Days of the completion and availability of CLEC's Entrance Facility at the C-POI.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or Ancillary Services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

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

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through,

CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) Days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

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

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

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

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

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Facility Connected (FC) Collocation

8.6.5.1 Qwest will be responsible for all Maintenance and Repair of FC Collocation facilities from the C-POI into and within the Wire Center, and for the associated Interconnection, Ancillary Services, and Finished Services terminated on the FC Collocation blocks or panels. CLEC does not have physical access to the Wire Center for FC Collocation.

8.6.6 Intentionally left blank.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process, or Special Request Process (SRP), CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.1.1.1 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by CLEC for its own administrative use.

9.1.1.2 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

9.1.1.3 If CLEC accesses and uses a UNE consistently with Section 9.1.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.4 To submit an order to obtain a high capacity (i.e., DS1 or DS3) Loop or Dedicated Transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in Sections IV, V, and VI of the Triennial Review Remand Order, and the Omaha Forbearance Order, and that it is therefore entitled to unbundled access to the particular Network Elements sought pursuant to Section 251(c)(3) of the Act. As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds as specified in Section 9.2, and that a requested unbundled DS1, DS3 and/or dark fiber transport circuit UNE is not between Wire Centers found identified on the list of Wire Centers that meet the applicable non-impairment threshold as specified in Section 9.6. CLEC shall provide a letter or other mutually agreed upon form to document its compliance. CLEC will maintain appropriate records that document what CLEC relied upon to support its certification.

9.1.1.4.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request if the UNE is in a location that does not meet the applicable non-impairment thresholds as specified in Section 9.2 or Section 9.6. To the extent that Qwest seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in this Agreement.

9.1.1.4.2 Additional Non-Impaired Wire Centers. If additional Qwest Wire Centers are found to meet the relevant factual criteria discussed in Sections V

and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer required to offer Unbundled DS1 or DS3 Loops, and/or if additional Qwest Wire Centers are reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition exiting DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition period above, Qwest will convert facilities to month-to-month service arrangements in Qwest Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for the difference between the UNE and Qwest Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

9.1.1.4.3 In the event that (1) Qwest designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) Qwest acknowledges or a state or federal regulatory body with authority determines that, at the time Qwest designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, Qwest will, at no cost or expense to CLEC, transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, Qwest shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any non-recurring or other charges associated with the unnecessary conversion from UNE to other wholesale services.

9.1.1.5 If it is determined by CLEC or Qwest that CLEC's access to or use of UNEs is inconsistent with Sections IV, V, and VI of the Triennial Review Remand Order and Existing Rules, except due to change of law, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements. CLEC is also responsible for all non-recurring charges associated with such conversions.

9.1.1.6 When CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 C.F.R. § 69.115, CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

9.1.1.7 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;

b) Enhanced or Information services;

c) Features or functions not offered for resale on a stand-alone basis or separate from basic Exchange Service; and

d) Network Elements offered pursuant to Section 271.

9.1.1.8 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Qwest Tariff or 271 element), and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to UNEs and combinations of UNEs on the grounds that the UNE or UNE Combination shares part of Qwest's network with access services or on the grounds that such facilities or services are somehow connected, combined, or otherwise attached to wholesale services.

9.1.1.8.1 When a UNE and other service are Commingled, the service interval for each facility being Commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the Commingling. Performance measurements and\or remedies do not applicable to the total Commingled arrangement but do apply to each facility or service ordered within the Commingled arrangement. Work performed by Qwest to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.1.1.8.2 Intentionally Left Blank.

9.1.1.8.3 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product tariffs, catalogs, price lists, or other Telecommunications Services offerings.

9.1.1.8.3.1 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

9.1.1.9 Ratcheting. To the extent that CLEC requests Qwest to commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from Qwest pursuant to a method other than unbundling under Section 251(c)(3) of the Act, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as ratcheting. Such commingling will not affect the

prices of UNEs or UNE Combinations involved.

9.1.1.9.1 To the extent a multiplexed facility is included in a Commingled circuit then: (1) the multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Qwest Tariff.

9.1.1.10 Service Eligibility Criteria

The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity Enhanced Extended Loops (EELs)). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

9.1.1.10.1 Except as otherwise provided in this Section 9.1.1.10, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

9.1.1.10.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a special access circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

9.1.1.10.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

9.1.1.10.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

9.1.1.10.2.3 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call.

9.1.1.10.2.4 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service

over that circuit.

9.1.1.10.2.5 Collocation

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator; and

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

9.1.1.10.2.6 Interconnection Trunking. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where CLEC does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed toward satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA as the End User Customer served by the circuit.

9.1.1.10.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting these criteria.

9.1.1.10.2.7 End Office Switch. Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

9.1.1.10.3 CLEC must provide certification to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.

9.1.1.10.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate private line/special access service within thirty (30) Days.

9.1.1.10.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility Audits of CLEC's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

9.1.1.10.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

9.1.1.10.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

9.1.1.10.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audits, provided, however, that if a Service Eligibility Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility Audit.

9.1.1.10.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

9.1.1.10.5.5 Qwest shall not exercise its Service Eligibility Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility Audit does find non-compliance, Qwest shall not exercise its

Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the calendar year.

9.1.1.10.5.6 At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

9.1.1.10.5.7 Service Eligibility Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

9.1.1.10.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. Qwest shall not require a Service Eligibility Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

9.1.1.10.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.1.1.10.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, CLEC must convert all non-compliant circuits to private line/special access circuits and CLEC must true-up any difference in payments within thirty (30) days

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where applicable and Technically Feasible, the terms and conditions pursuant to which Qwest provides access to UNEs, including but not limited to, the time within which Qwest provisions such access to UNEs, shall, at a minimum, be no less favorable to CLEC than the terms and conditions under which Qwest provides such elements to itself. . In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic local Exchange Service or its

Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, and other routine network modifications as described below) in order to complete facilities to the End User Customer's premises.

9.1.2.1.2.1 Qwest shall make all routine network modifications to unbundled Loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. Qwest shall perform these routine network modifications to unbundled Loop or transport facilities in a non-discriminatory fashion, without regard to whether the Loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

9.1.2.1.2.2 A routine network modification is an activity that Qwest regularly undertakes for its own retail End User Customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Qwest ordinarily attaches to a DS1 loop to activate such loop for its own retail End User Customer. They also include activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in

Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 (one hundred thousand dollars) in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 UNE Conversion.

9.1.3.1 Upon request, Qwest shall convert a wholesale service, or group of wholesale services, to the equivalent Unbundled Network Element, or combination of Unbundled Network Elements, that is available to CLEC under section 251(c)(3) of the Act and 47 C.F.R., Part 51.

9.1.3.2 Qwest shall perform any conversion from a wholesale service or group of wholesale services to an Unbundled Network Element or combination of Unbundled Network Elements without adversely affecting the service quality perceived by CLEC's End User Customer.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or Ancillary Service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per termination. The Demarcation Point shall be:

a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation Space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical

Collocation, at the ICDF; or

d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

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

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in C.F.R. Parts 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration. Qwest's design will ensure the cable between the Qwest-provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges or expedite charges. Rates for miscellaneous charges are contained in Exhibit A. Expedites are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Unless otherwise provided for in this Agreement, no additional charges will apply.

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9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

9.1.16 CLEC requests for UNEs shall be consistent with the Omaha Forbearance Order.

9.2 Unbundled Loops

9.2.1 Description

The Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the Loop Demarcation Point at an End User Customer's premises. The Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Unbundled Loop includes DS0, DS1, and DS3 Loops.

9.2.1.1 Loop Demarcation Point. For purposes of this Section, Loop Demarcation Point is the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership of facilities begins.

9.2.1.2 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises, or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU's minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant loop that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH/FTTC New Builds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.

9.2.1.2.2 FTTH/FTTC Overbuilds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH/FTTC loop parallel to, or in replacement of, an existing copper loop facility:

9.2.1.2.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH/FTTC loop to such premises, and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Notwithstanding

the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition on an Individual Case Basis. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 9.2.1.2.2 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 9.2.1.2.3 below.

9.2.1.2.2.2 In the event Qwest, in accordance with the provisions of Section 9.2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element, over the FTTH/FTTC loop to a 64 kbps transmission path capable of voice grade service.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH/FTTC Loop, Qwest will: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); (ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

9.2.1.3 Hybrid Loops. A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.3.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, Qwest shall provide CLEC with non-discriminatory access on an unbundled basis to time division multiplexing features, functions, and capabilities of that Hybrid Loop, only where impairment has been found to exist, to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.3.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

a) Provide non-discriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

9.2.1.4 CLEC shall not place orders for Unbundled Loops in the Forbearance Wire Centers.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to provision Unbundled Loops over the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about CLEC's ability to provide service through available copper facilities on a broad

scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

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9.2.2.3.1.1 DS1 Unbundled Loops. Subject to the cap described in Section 9.2.2.3.1.1.1, Qwest shall provide CLEC with non-discriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

9.2.2.3.1.1.1 Cap on Unbundled DS1 Loop Circuits. CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

9.2.2.3.1.2 DS3 Unbundled Loops. Subject to the cap described in Section 9.2.2.3.1.2.1, Qwest shall provide CLEC with non-discriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that Wire Center.

9.2.2.3.1.2.1 Cap on Unbundled DS3 Loop Circuits. CLEC may obtain a maximum of a single unbundled DS3 Loop to any single

building in which DS3 Loops are available as unbundled Loops.

9.2.2.3.1.3 Qwest shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.2.2.3.2 If CLEC orders a 2/4 wire non-loaded or ADSL compatible Unbundled Loop for an End User Customer served by a digital loop carrier system, Qwest will conduct an assignment process which considers the potential for an LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, and BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the circuit design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet its specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will

be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77384 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I-capable, DS1, DS3-capable, or ADSL-compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The

IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are load coils on the Loop.

9.2.2.8.4 DSL Qualification Tool. The DSL Qualification Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL service. If the DSL Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC, via e-mail, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The e-mail will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Terminals or digital loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital loop carrier, the e-mail will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the Loop Facilities Assignment and Control System (LFACS) database, which will populate this Loop information into the fields in the Loop qualification tools.

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9.2.2.9 Provisioning Options. The following provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384, Qwest Interconnection Service – Unbundled Loop.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and e-mail the performance test results within two (2) business days to a single, designated CLEC office e-mail address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will e-mail the performance test results to a single, designated CLEC office e-mail address.

9.2.2.9.3 Coordinated Installation With Cooperative Testing. Coordinated Installation With Cooperative Testing may be ordered for new or existing service.

For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated Appointment Time, the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled Appointment Time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and Appointment Time. If Qwest is not ready within thirty (30) minutes of the scheduled Appointment Time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will e-mail the Qwest test results to a single, designated CLEC office e-mail address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation With Cooperative Testing may require a dispatch of a technician to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will e-mail the Qwest test results to a single, designated CLEC office e-mail address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation Without Cooperative Testing. Coordinated Installation Without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated Appointment Time, the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled Appointment Time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled Appointment Time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation Without Cooperative Testing is a "lift and lay" procedure without a dispatch that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation With Cooperative Testing. Basic Installation With Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will e-mail the Qwest test results to a single, designated CLEC office e-mail address. CLEC and Qwest will perform a loop back acceptance test, accept the Loop and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation With Cooperative Testing may require a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

a) 2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

b) 2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

c) Basic Rate ISDN and xDSL-I-Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

d) DS1-Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

e) DS3-Capable Loops

Continuity Testing

f) ADSL-Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1-capable, Unbundled DS3-capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (FDT) in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's standard installation hours or out of hours. Qwest standard installation hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, excluding holidays. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four (4) employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one (1) Person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one (1) Person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 CLEC may request Qwest to Commingle DS1 or DS0 analog voice grade unbundled Loops with DS3 or DS1 multiplexed facilities ordered by CLEC from the Qwest Tariff for special access or private line. Terms and conditions for this Commingled arrangement are provided in Section 9.23.8 of this Agreement.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, Ancillary Services and

Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an End User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User Customer to contact CLEC, and Qwest will initiate contact with CLEC.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Intentionally Left Blank.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User Customer, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User Customer from their Current Service Provider to CLEC, CLEC is responsible for notifying the Current Service Provider of the conversion. Qwest will disconnect the Loop Qwest provided the Current Service Provider and, at CLEC's request, where technically compatible, will reuse the Loop for the service requested by CLEC (e.g., resale service).

9.2.2.15.3 When CLEC contacts Qwest with a request to convert an End User Customer from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest

shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority for any facilities made available under the terms of this section.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3-Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1, and DS3-Capable Loop Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous charges as defined in Section 9.1.12 may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, CLEC will incur additional charges for the out of hours coordinated installation as set forth in Exhibit A.

9.2.3.8 Nonrecurring charges for conversions of private line/Special Access circuits to Unbundled Loops are set forth in Exhibit A.

9.2.3.9 The foregoing notwithstanding, Qwest shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an UNE or combination of UNEs.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support Systems Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale web site.

9.2.4.2 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL-compatible Loop, ISDN-capable Loop, and xDSL-I-capable Loop, and DS1-capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return

the FOC with the standard interval (i.e., five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to the date the new version is received by Qwest.

9.2.4.3.1.2.3 Intentionally Left Blank.

9.2.4.3.1.2.4 Intentionally Left Blank.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops provided the service originates at CLEC's Collocation in the Serving Wire Center. The Loop conversion ordering process applies.

9.2.4.7 Intentionally Left Blank.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will

request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. CLEC may request an out of hours Coordinated Installation outside of Qwest's standard installation hours. Installations requested outside of standard installation hours are considered to be out of hours Installations.

9.2.4.10.2 Intentionally Left Blank.

9.2.4.10.3 To request out of hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Coordinated Installation in the “remarks” section of the LSR.

9.2.4.10.4 The date and time for out of hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on the Unbundled Loop and any associated Ancillary Services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a maintenance of service charge will apply if the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. Basic maintenance of service charges apply when the Qwest technician performs work during standard business hours. Overtime maintenance of service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium maintenance of service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the maintenance of service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a maintenance of service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with Loops provided to CLEC by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLEC on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

9.2.6 Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL-compatible Loops, ISDN-capable Loops, xDSL-I-capable Loops, DS1-capable Loops, and DS3-capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum

Compatibility. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Intentionally Left Blank.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by the Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any Competitive Local Exchange Carrier or to any other customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other customers (including but not limited to Competitive Local Exchange Carriers securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility

for those costs, including, but not limited to CLEC taking services under this Agreement.

9.2.7 Private line/Special Access circuits may be converted to Unbundled Loops subject to the terms and conditions of this Agreement, including the following criteria: 1) must be like-for-like facilities, e.g., DS1 private line to DS1 capable Unbundled Loop; 2) must originate at CLEC's Collocation site in the serving Central Office; and 3) must terminate at an End User Customer's premises. The provisioning intervals for converting from private line/Special Access to Unbundled Loop are located in the Service Interval Guide (SIG). Additional information can be found in the Product Catalog for Unbundled Loop.

9.3 Subloop Unbundling

INTRODUCTION

As part of the Parties' "Confidential Settlement Agreement and Mutual Release - Nebraska Area Subloop Dispute" ("Settlement Agreement"), CLEC and Qwest have resolved a dispute over CLEC's access to Qwest terminals and Subloops for connecting CLEC's network to the individual wiring serving End User Customers at multi-tenant environments ("MTEs").

One aspect of the dispute involved the payment for CLEC's past access to Qwest terminals and Subloops. CLEC did not submit Subloop orders to Qwest in the past. Without the determination of ownership and the records that would likely have been created had CLEC submitted such orders, the Parties were compelled to exert their best efforts in determining the number of Subloops that had been used by CLEC and the period of time each Subloop was in use. These efforts led the Parties to agree, as part of the Settlement Agreement, upon an appropriate amount for CLEC to pay Qwest for CLEC's past use of Subloops, pursuant to the rates and charges in Qwest's standard agreement.

Another aspect of the overall resolution of this dispute involves CLEC's future access to Qwest's terminals and Subloops. In resolution of this aspect of the dispute, the Parties agree to adhere to the provisions of these Sections 9.3-9.5 ("Subloop Section"). Accordingly, for the five-year period from December 11, 2007, the terms and conditions of this Subloop Section shall remain in effect. The Parties agree to incorporate such terms and conditions into any subsequent interconnection agreement that they may enter into, and such terms and conditions so incorporated shall remain in effect until the termination of this five-year period.

Given the absence of records that would permit more precise projections, the Parties have exerted their best efforts to estimate the number of intrabuilding cable ("IBC") Subloops CLEC will use during this five-year period. As reflected in the Settlement Agreement, CLEC has made an advance payment of $50,000 to reflect all rates and charges associated with the use of IBC Subloops in the Nebraska Area (which includes portions of Iowa) during that period, including the recurring and non-recurring rates shown in Exhibit A. (This advance payment does not include (a) the cost for any special work that Qwest must perform in accordance with Section 9.3.3.7 below to relocate its facilities or replace inaccessible terminals, the charges for which will be billed separately pursuant to Sections 9.3.6.4.2 and 9.3.6.4.3 below, (b) new FCP/Cross Connect Collocation (including associated jumper charges), the charges for which will be billed separately pursuant Section 9.3.6.3, (c) new Distribution Subloops, the charges for which are described in Sections 9.3.2.1.1 and 9.3.2.1.2 and Exhibit A, (d) Subloop Isolation Charges, the charges for which will be billed separately pursuant to Section 9.3.6.1.2., (e) access to protector

fields in Qwest NIDs as described in Sections 9.5.2.5 and 9.5.3.2 below, and (f) miscellaneous charges specified in Section 9.3.6.6). In consideration of such advance payment, CLEC will not be required to submit any order for a IBC Subloop or make any payment for a IBC Subloop during the five-year period. Further, in this and various other ways, the terms and conditions of this Section 9.3 may differ from those contained in the interconnection agreements between Qwest and other Competitive Local Exchange Carriers. For example, CLEC and Qwest are not required by this Subloop Section to arrange a meeting in the field between their representatives for the purpose of creating any inventory.

9.3.1 Description

9.3.1.1 A "Subloop" is defined for this Subloop Section only as part or all of the distribution portion of a copper Loop or hybrid Loop that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (outside of the Central Office) and terminates at an End User's premises.

Subloops may include on-premise wiring owned or controlled by Qwest that terminates at the Demarcation Point. Qwest and CLEC recognize that, in the past, they have disagreed as to the location of the Demarcation Point for particular End User Customers at MTE premises. Accordingly, the Parties have agreed, for the limited purposes of this Subloop Section only, to forego any attempt to identify the actual Demarcation Point for a particular customer at an MTE premise, but instead to calculate payment based on the Parties' best estimate of the likely number of Subloops used by CLEC during the term of this Subloop Section. This Subloop Section is without waiver of either party to contest that the actual Demarcation Point is located elsewhere for any purpose other than Subloop ordering and billing associated under this Subloop Section.

An accessible terminal is any point on the Loop where technicians can access the wire within the cable without removing a splice case to reach the wire within. Such points may include, but are not limited to, the pole, pedestal, terminal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). The placement of CLEC network equipment or the establishment of cross connect capability at a Qwest FDI, SAI or Remote Terminal will require the use of Field Connection Point (FCP)/Cross Connect Collocation. In addition, CLEC may request Remote Collocation. CLEC shall not have access on an unbundled basis to a feeder Subloop, defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or MTE. CLEC shall have access to the feeder facilities only to the extent they are part of a complete transmission path, not a Subloop, between the Central Office and the End User Customer's premises or an MTE. This section does not address Unbundled Dark Fiber MTE Subloop.

9.3.1.1.1 "Attached Terminals" means accessible terminals that are (a) within the MTE building for access to End User Customers within that building, (b) within an MTE building in a campus environment for access to End User Customers in other MTE buildings within the same campus environment, or (c) physically attached outside or within close proximity to (i) the MTE building for access to End User Customers within that building or (ii) an MTE building in a campus environment for access to End User Customers in other MTE buildings within the same campus environment. On a case by case basis and upon CLEC request, Qwest and CLEC will meet and, will jointly determine whether an

accessible terminal is "within close proximity" to an MTE building and contains the functionality and accessibility of an Attached Terminal. If Qwest and CLEC are unable to agree upon whether a terminal is within close proximity, they shall use the Dispute Resolution process defined in this Agreement. Qwest equipment located on real property that constitutes a campus environment, yet are not within close proximity or physically attached to a non-Qwest owned building, are not considered Attached Terminals.

9.3.1.1.2 "Detached Terminals" means all accessible terminals other than Attached Terminals.

9.3.1.1.3 For any configuration not specifically addressed in this Subloop Section, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross connect devices, (3) the interval applicable to any Collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other Competitive Local Exchange Carriers, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by Competitive Local Exchange Carriers for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.4 CLEC may request, under any procedure provided for by this Agreement for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters.

9.3.1.1.5 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.3 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute.

9.3.1.1.6 CLEC shall not have access under this Subloop Section to Subloops in Forbearance Wire Centers. "Forbearance Wire Center(s)" means any one or more of nine (9) Qwest Wire Centers where Qwest was granted forbearance from certain Section 251(c)(3) unbundling obligations as a result of the Omaha Forbearance Order. The nine (9) Wire Centers are: 1) Omaha Douglas; 2) Omaha Izard Street; 3) Omaha 90th Street; 4) Omaha Fort Street; 5) Omaha Fowler Street; 6) Omaha O Street; 7) Omaha 78th Street; 8) Omaha 135th Street; and 9) Omaha 156th Street Wire Center.

9.3.1.2 Standard Subloops available

a) 2-Wire Analog and 2-Wire Non-loaded Distribution Subloop

b) Intrabuilding cable ("IBC") Subloop from an Attached Terminal
c) Campus Wire Subloop from a Detached Terminal

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop unbundling (including Campus Wire) is available after a CLEC-requested FCP/Cross Connect Collocation has been installed within or adjacent to the Qwest accessible terminal as described in Section 9.3.1.4. The FCP/Cross Connect Collocation is a Demarcation Point between CLEC and Qwest's network where Qwest connects to a terminal block from which Cross Connections are run to Qwest Subloops. CLEC must order individual customer connections to End User Customers served via the FCP/Cross Connect Collocation. Qwest will, for each order, dispatch a technician to make the requested connection. The Parties will work together to coordinate the dispatch of their respective technicians to minimize disruption of the End User Customer's service.

9.3.1.3.2 Accessing Subloops in Attached Terminals: Where a cross connect field exists at an Attached Terminal, CLEC may directly access IBC without Qwest involvement. Where no cross connect field exists, CLEC will notify Qwest in accordance with Section 9.3.3 below. If the absence of a cross connect field is caused by the fact that the terminal is "hard-wired" (i.e., screw posts attached to the over-voltage protector), CLEC will construct a dual provider unit (DPU) on which to terminate its jumpers and on which to reterminate the Subloops at that terminal. If the absence of a cross connect field is caused by some other factor, and Qwest owns the wire running from the terminal to the End User Customer's premises, Qwest will construct a single POI that is suitable for use by multiple carriers unless CLEC requests a single point of access in a specific location, in which case Qwest will construct a single point of access and bill CLEC for the construction charge as defined in Exhibit A at 9.3.5.3 MTE-POI – Construction of new SPOI. Until Qwest constructs such cross connect field, CLEC may make a temporary connection to provide access to the End User Customer, according to the terms of the MTE Access Protocol. Such temporary connection shall serve as the MTE-POI, as that term is defined below, until such single POI or such single point of access is constructed.

9.3.1.4 Field Connection Point (FCP)

9.3.1.4.1 FCP/Cross Connect Collocation is an interface used with Detached Terminals that allows CLEC to access Subloops, where it is Technically Feasible, outside of the Central Office location. The FCP/Cross Connect Collocation permits connection of CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a Qwest technician to access and connect Subloops to CLEC-provided cable terminations. When an FCP/Cross Connect Collocation is required, it must be in place before Subloops are accessed by CLEC. See Section 9.3.1.3.1 for processes for establishing individual End User Customer connections via an FCP/Cross Connect Collocation.

9.3.1.4.2 Placement of an FCP within a Qwest Premises for the sole

purpose of creating a cross connect field to support Subloop unbundling constitutes an "FCP/Cross Connect Collocation."

9.3.1.4.2.1 The terms, conditions, and intervals for FCP/Cross Connect Collocation are found within Section 9.3. Rates for FCP/Cross Connect Collocation are found in Exhibit A.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the terms of Section 8 and does not constitute an FCP/Cross Connect Collocation.

9.3.1.4.3 An FCP/Cross Connect Collocation arrangement can be established either, at CLEC's option, within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, CLEC may place the FCP/Cross Connect Collocation in an adjacent terminal. CLEC will have access to the equipment placed within the FCP/Cross Connect Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 MTE-POI is the interface between CLEC's and Qwest's facilities at an MTE. An MTE-POI is necessary when CLEC is accessing IBC Subloop from an Attached Terminal. Where a cross connect field exists, it shall serve as the MTE-POI; where no cross connect field exists, either a single POI that is suitable for use by multiple carriers or a new single point of access as requested by CLEC will be constructed in accordance with Section 9.3.1.3.2, and such point of access shall become the MTE-POI. FCP/Cross Connect Collocation is not required for IBC Subloops accessed from an MTE-POI at an Attached Terminal under this Section 9.3.1.5. All End User Customer connections will terminate at the MTE-POI, and once established, the MTE-POI will be used as the cross connect facility for all End User Customers at that terminal.

9.3.1.6 Technical Feasibility and Best Practices

9.3.1.6.1 If Parties are unable to reach agreement through voluntary negotiations as to whether it is Technically Feasible, or whether sufficient space is available, to unbundle a copper Subloop or Subloop for access to MTE wiring at the point where CLEC requests, Qwest shall have the burden of demonstrating to the Commission, in state proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not Technically Feasible to unbundle the Subloop at the point requested.

9.3.1.6.2 Once one state commission has determined that it is Technically Feasible to unbundle Subloops at a designated point, Qwest shall have the burden of demonstrating to the Commission, in state proceedings under section 252 of the Act, that it is not Technically Feasible, or that sufficient space is not available, to unbundle its own Subloops at such a point.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Subloops

9.3.2.1.1 Two-Wire Unbundled Distribution Subloop: a Qwest-provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC may obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire Non-Loaded Distribution Subloop: a Qwest-provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID). When CLEC requests a Non-Loaded Unbundled Distribution Subloop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Subloop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Subloop by removing load coils and excess Bridged Taps (i.e., "unload" the Subloop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC may obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.3 IBC Subloop from an Attached Terminal: a Qwest-provided facility from an Attached Terminal to the Network Interface Device (NID).

9.3.2.1.4 Campus Wire Subloop from a Detached Terminal in a Campus Environment: A Campus Wire is part of the distribution loop. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings. If CLEC accesses a Subloop in a campus environment from an Attached Terminal, the wire is treated as IBC Subloop. If CLEC accesses a Subloop in a campus environment from a Detached Terminal, CLEC may access the Campus Wire Subloop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. In these cases, an FCP/Cross Connect Collocation is required.

9.3.3 Attached Terminals: IBC Subloop Access Terms and Conditions

9.3.3.1 Neither Collocation nor an FCP/Cross Connect Collocation is required to access IBC Subloops used to access the network infrastructure within an MTE from an Attached Terminal. If CLEC requires the placement of equipment in Qwest Premises consistent with Section 9.3.4.1, the Subloop will be from a Detached Terminal and FCP/Cross Connect Collocation will be required. FCP/Cross Connect Collocation, as defined in Section 9.3.4.3, refers to creation of a cross connect field and does not constitute Collocation as defined in this Agreement. The terms and conditions of Collocation section do not apply to FCP/Cross Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain access to IBC Subloops at Attached Terminals and where a cross connect field does not exist, CLEC shall follow the "MTE-Access Ordering Process" set forth in the MTE-POI portion of the Product Catalog (“PCAT”). When completing this process, CLEC may request construction of a new single point of access

or the rearrangement of an existing cross connect field, if necessary. The following charges shall apply according to the terms set forth in Exhibit A: either the MTE POI Construction of a New MTE-POI nonrecurring charge identified in Section 9.3.6.4.3 if a single point of access as requested by CLEC is sought, or the MTE-POI Rearrangement of Facilities nonrecurring charge identified in Section 9.3.6.4.2 for rearranging an existing cross connect field. However, where a cross connect field exists and no rearrangement is requested by CLEC, CLEC shall not be billed any charges for accessing Subloop, consistent with the agreement explained in the Introduction section above.

9.3.3.3 Where a cross connect field does not exist and CLEC requests the construction of a single point of access, the optimum point and method to establish such single point of access for providing access to IBC Subloops will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to maintain network integrity, reliability, and security. For purposes of this Section 9.3, a "cross-connect field" is defined as a point where CLEC can access the Qwest Subloop without otherwise connecting CLEC's network to the Qwest network. By way of illustration, cross connect fields include 66 Blocks, where CLEC can access the Subloop by removing the Qwest jumper and punching down on the 66 Block. "Cross-connect field" also includes 76 Blocks containing screw posts, where Cox can detach the Qwest jumper from the post and screw down its own connections. A "cross connect field" would not include a 76 Block where the screw posts were "hard-wired" to the Qwest over-voltage protector, however, as attachment to these posts would result in CLEC's use of the Qwest over-voltage protector.

9.3.3.3.1 Where a cross connect field does not exist, then CLEC will follow the processes set forth in Section 9.3.1.3.2. This shall include, for instances where Qwest will construct a single POI or a single point of access, contacting the Qwest account manager in order to schedule this work.

9.3.3.3.2 Intentionally left blank.

9.3.3.3.3 Intentionally left blank.

9.3.3.4 CLEC will work with the building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the terminal. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space.

9.3.3.6 If CLEC connects Qwest's IBC Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code and MTE Access Protocol.

9.3.3.7 If there is either: (a) insufficient space for CLEC to place its building

terminal; or (b) no existing cross connect field from which CLEC can access such IBC Subloops, and Qwest and CLEC are unable to agree on the location of the single POI provided by Qwest; and if CLEC requests that Qwest do so, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access as requested by CLEC. In such instances, CLEC must pay either the MTE-POI Rearrangement of Facilities or the MTE-POI Construction of New SPOI nonrecurring charge (as applicable), identified in Section 9.3.5 of Exhibit A, which will be ICB, based on the scope of the work required. If CLEC disputes Qwest's ICB charge, the Parties shall resolve such dispute pursuant to the Dispute Resolution terms of this Agreement.

9.3.3.7.1 If Qwest must rearrange its terminations to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of an MTE-POI Application as described in the MTE-POI PCAT to compete the installation. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest is required to construct a new Detached Terminal that is fully accessible to and suitable for CLEC, the interval for completion will be negotiated between the Parties on an Individual Case Basis during the joint meet.

9.3.3.7.3 CLEC may cancel a request to construct an FCP/Cross Connect Collocation or single point of access as requested by CLEC under Section 9.3.3.7 prior to Qwest completing the work by submitting a cancellation request (as defined in the MTE-POI PCAT) to its Qwest account manager. CLEC shall be responsible for payment of all cancellation costs, including all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time will either Party rearrange the other Party's facilities within the cross connect field of the terminal or MTE-POI or otherwise tamper with or damage the other Party's facilities within the MTE-POI, except as necessary to place a DPU as described in section 9.3.1.3.2. This does not preclude normal rearrangement of wiring or jumpers necessary to connect IBC Subloop or Customer-owned inside wire ("Customer IW") to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage must immediately notify the other and will be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Access to Subloops at a Detached Terminal must be made through an FCP/Cross Connect Collocation. Remote Collocation will be required if CLEC's equipment requires power and/or heat dissipation.

9.3.4.2 To the extent that the accessible terminal does not have adequate

capacity to house the network equipment or interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards. Alternatively, CLEC may establish a terminal pursuant to Section 9.3.4.3.1.

9.3.4.3 Field Connection Point (FCP)

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, CLEC may construct its own structure adjacent to Qwest's Detached Terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to this Agreement) and shall coordinate its facility placement with Qwest, when placing its facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to connect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to maintain network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP/Cross Connect Collocation location. Qwest will terminate the cable in the Qwest Detached Terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the terminal or FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP/Cross Connect Collocation. CLEC will be responsible for placing the cable from the Qwest FCP/Cross Connect Collocation to its equipment. Qwest will perform all of the initial splicing at the FCP/Cross Connect Collocation.

9.3.4.3.4 CLEC may cancel an FCP/Cross Connect Collocation request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP/Cross Connect Collocation through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution section of this Agreement. Alternatively, CLEC may initiate a state proceeding under Section 252 of the Act, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the Detached Terminal to accommodate the FCP/Cross Connect Collocation, or that the requested FCP/Cross Connect Collocation is not Technically Feasible.

9.3.4.4 Apart from the initial termination of wiring by Qwest provided for herein, at no time shall either Party rearrange the other Party's facilities within the Detached Terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5 Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 Where required by this Subloop Section, CLEC may order Subloop elements through the Operational Support Systems described in this Agreement.

9.3.5.1.2 Qwest shall provide CLEC (including via its public website), detailed ordering forms and process descriptions for each Subloop, MTE-POI and FCP/Cross Connect Collocation described in this Subloop Section. CLEC shall identify Subloop elements by NC/NCI codes provided by Qwest in the appropriate technical publications. This information shall be kept confidential, and used by each Party, in accordance with Section 5.16 of this Agreement.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP/Cross Connect Collocation is in place. The FCP/Cross Connect Collocation shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination inventory information provided to CLEC by Qwest at the completion of the FCP/Cross Connect Collocation process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's facilities for FCP/Cross Connect Collocation only. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its facilities and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP/Cross Connect Collocation is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Intentionally Left Blank.

9.3.5.4 Additional Terms for MTE-POI Subloop Access - MTE-Access Ordering Process.

9.3.5.4.1 In other interconnection agreements to which Qwest is a party, Section 9.3.5.4 addresses terms and conditions associated with ordering Qwest IBC Subloop, including methods by which Competitive Local Exchange Carriers inquired as to the location of the Demarcation Point and by which Qwest responded. In lieu of such terms and conditions, Qwest and CLEC have agreed to reasonably estimate the

amount of Qwest IBC Subloops that CLEC intends to use over a five year period from December 11, 2007, and CLEC has paid the associated recurring and nonrecurring charges for these IBC Subloops in advance (not including charges for (a) the cost for any special work that Qwest must perform in accordance with Section 9.3.3.7 below to relocate its facilities or replace inaccessible terminals, the charges for which will be billed separately pursuant to Sections 9.3.6.4.2 and 9.3.6.4.3 below, (b) new FCP/Cross Connect Collocation (including associated jumper charges), the charges for which will be billed separately pursuant Section 9.3.6.3, (c) new Distribution Subloops, the charges for which are described in Sections 9.3.2.1.1 and 9.3.2.1.2 and Exhibit A, (d) Subloop Isolation Charges, the charges for which will be billed separately pursuant to Section 9.3.6.1.2., and (e) miscellaneous charges specified in Section 9.3.6.6).

9.3.5.4.2 Where CLEC connects its network terminating equipment to Customer IW in the End User Customer's premises, the Parties agree that CLEC must isolate End User Customer from Qwest's network. Where wiring serving such End User Customer connects to an Attached Terminal, CLEC will lift and tag such wiring at the customer side of the Attached Terminal. Where wiring serving such End User Customer connects to other than an Attached Terminal, CLEC will isolate Qwest's network at the first telephone jack in the End User Customer's premises and install a dual-provider jack replacing the existing first jack. In either case, if any such wiring is owned or controlled by Qwest, CLEC is not required to provide specific notice to Qwest, to order a Subloop, or to compensate Qwest for isolation of Qwest's network from the End User Customer.

9.3.5.4.3. When CLEC accesses an MTE-POI, it must employ generally accepted best installation practices in accordance with industry standards. When CLEC accesses Subloops, it must adhere to the MTE Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests access that is different from the MTE Access Protocol, Qwest will negotiate with CLEC promptly and in good faith toward that end. Qwest will not make any changes to the MTE Access Protocol other than through the Change Management Process.

9.3.5.4.4 through 9.3.5.4.7 Intentionally left blank.

9.3.5.5 FCP/Cross Connect Collocation Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point (FCP)/Cross Connect Collocation Request Form to Qwest. When Collocation is needed, CLEC shall also submit a Collocation Application, when required. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP/Cross Connect Collocation, and any needed Collocation, are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning FCP/Cross Connect Collocation and any associated Collocation that is needed, which intervals shall begin upon completion of the FCP/Cross Connect Collocation Request Form and, if required, its associated Collocation Application, in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with an FCP/Cross Connect Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in this Agreement.

9.3.5.5.2.1.2 An FCP/Cross Connect Collocation in a Detached Terminal shall be provisioned within ninety (90) Days from receipt of a written request by CLEC.

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

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP/Cross Connect Collocation with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP/Cross Connect Collocation at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP/Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) Days of the RFS, Qwest shall begin billing the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the

work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - The Parties have agreed to an upfront payment that covers monthly recurring charges for Subloops specified in Exhibit A as explained in the Introduction section above.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the OSS – Maintenance and Repair section of this Agreement when trouble is reported but not found on the Qwest facility.

9.3.6.1.3 Subloop Non-Recurring Charge – The Parties have agreed to an upfront payment that covers nonrecurring charges for Subloops specified in Exhibit A as explained in the Introduction section above.

9.3.6.2 Intentionally Left Blank.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP/Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the FCP/Cross Connect Collocation set forth in Exhibit A upon submission of the FCP/Cross Connect Collocation Request Form. The FCP/Cross Connect Collocation Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with an FCP/Cross Connect Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in the Collocation section of this Agreement.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the Detached Terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rate Elements for MTE-POI Sub-Loop Access

9.3.6.4.1 CLEC will not be charged any non-recurring or one-time charge for the Qwest's Subloop MTE–POI Site Inventory activities, should Qwest choose to perform any inventory.

9.3.6.4.2 Where CLEC requests Qwest to rearrange MTE-POI facilities, CLEC will be charged the MTE-POI Rearrangement of Facilities nonrecurring charge per Exhibit A for Qwest to complete a rearrangement of facilities to make room for the termination of the CLEC's cables as requested by CLEC pursuant to Section 9.3.3.7.

9.3.6.4.3 Where CLEC requests Qwest to construct a single point of access as requested by CLEC, CLEC will be charged the MTE-POI Construction of New MTE-POI nonrecurring charge per Exhibit A for Qwest to construct such a single point of access pursuant to Section 9.3.3.7.

9.3.6.5 Nonrecurring charges per Exhibit A apply for conditioning for Distribution Subloop.

9.3.6.6 All miscellaneous services as described in Section 9.20 are available with Subloop. Miscellaneous charges per Exhibit A apply for miscellaneous services.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and the FCP/Cross Connect Collocation, and CLEC will maintain all of its facilities and equipment installed by CLEC.

9.3.7.2 MTE-POI Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE-POI, and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Intentionally Left Blank

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of connecting Customer IW and Qwest's distribution plant, such as a cross connect device used for that purpose. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to the Subloop Section. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. CLEC may connect its own network to Customer IW through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Qwest distribution plant to the Customer IW, including access to the Cross Connect field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer IW, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer IW against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops or Subloops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer IW to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one

containing the over-voltage unit (protector) and the other containing the Customer IW termination, and a modular plug which connects the Customer IW to the distribution plant or dial tone source. The non-modular NID is a protector block with the Customer IW terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop or Subloop facility from the Customer IW for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the Customer IW. Such devices contain the protectors for, and may be located externally or internally to the premises served. CLEC may access Customer IW at the MTE-NID where the Customer IW terminates. Such access does not require notice to Qwest or ordering of any NID as a UNE.

9.5.1.4 CLEC shall not place orders for Unbundled NIDs in the Forbearance Wire Centers.

9.5.2 Terms and Conditions

9.5.2.1 CLEC may use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own network interface equipment (“NIE”), CLEC may connect its NIE to the Qwest NID by placing a cross connect between the two. When Provisioning a NID-to-NIE connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facilities-based provider up to and including its NIE, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 CLEC may connect its facilities directly to the NID field containing the terminations of the Customer IW, without restriction. Such connection does not constitute use of Qwest’s NID as a UNE and no notice or order is required by CLEC. Where Qwest does not own or control the on premises wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 CLEC may use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the Customer IW re-termination is required to meet service requirements of either Party’s End User Customer, either Party may remove the Customer IW from the

NID and connect that wire to that Party's own NID or NIE. No recurring rate or nonrecurring charge shall apply to such a rearrangement of wiring. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the Customer IW.

9.5.2.1.4 CLEC may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NIE connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the Customer IW terminations or terminal enclosure. Charges will be assessed per Section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without an End User Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best practices and comply with industry standards should such standards exist when it physically connects its facilities to the Qwest NID and makes Cross Connections necessary to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer IW. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer IW.

9.5.2.5 If CLEC provides a request to Qwest, CLEC may connect its facilities directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If CLEC accesses the Qwest protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current simple NID to be replaced with a different simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When CLEC requests that Qwest perform the work to connect its NIE to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes Section 9.5.2.1.5 rearrangements to the Customer IW terminations or terminal enclosure on CLEC's request, pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to CLEC's request for additional capacity.

9.5.3.6 Where CLEC orders any Subloop, the rate charged for such Subloop will always be inclusive of the associated NID and no separate charge shall apply for such NID.

9.5.4 Ordering Process

9.5.4.1 Intentionally Left Blank.

9.5.4.2 CLEC may access an MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by Qwest. Such connection does not constitute use of Qwest’s NID as a UNE and no notice or order is required by CLEC.

9.5.4.2.1 When CLEC seeks to connect to a NID cross connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag its jumper wire.

9.5.4.3 Subject to the terms of Section 9.5.4.2, CLEC may perform a NID-to-NID connection, according to Section 9.5.2.3, and access the End User Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. However, CLEC will not be charged for any maintenance or repair work performed by Qwest when a technician is dispatched solely in connection with an End User Customer's election to subscribe to Qwest's services. Billing disputes will be resolved in accordance with the Dispute Resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. UDIT may also provide a path between CLEC's Collocation in one Qwest Wire Center and a different Competitive Local Exchange Carrier's Collocation in another Qwest Wire Center. UDIT may also provide a path between Qwest Wire Centers when provided in combination with an unbundled Loop as part of an Enhanced Extended Loop (EEL). UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.2 Terms and Conditions

9.6.2.0 Intentionally Left Blank.

9.6.2.0.1 Qwest shall unbundle DS1 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 4 of this Agreement, both Wire Centers defining the Route are Tier 1 or Forbearance Wire Centers. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 or Forbearance Wire Center, or if neither is a Tier 1 or Forbearance Wire Center.

9.6.2.0.1.1 On Routes for which no unbundling obligation for DS3 dedicated transport circuits exists but for which DS1 dedicated transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 dedicated transport circuits.

9.6.2.0.2 Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 4 of this Agreement, both Wire Centers defining the Route are

either Tier 1, Tier 2, or Forbearance Wire Centers. As such, Qwest must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center that is not a Forbearance Wire Center.

9.6.2.0.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

9.6.2.0.3 Qwest shall make available to CLEC a list of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.6.2.0.4 All services provided in this Section 9.6 are subject to the Ratcheting criteria as provided in Section 9.1.1.9 of this Agreement.

9.6.2.0.5 All services provided in this Section 9.6, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as provided in Section 9.1.1.10 of this Agreement.

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and Ancillary Services or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous UDIT element from one point to another.

9.6.2.2 Intentionally Left Blank.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. Qwest's design will ensure the cable between the Qwest-provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.6.2.4 Intentionally Left Blank.

9.6.2.5 Intentionally Left Blank.

9.6.2.6 Intentionally Left Blank.

9.6.2.7 Intentionally Left Blank.

9.6.2.8 Intentionally Left Blank.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) Intentionally Left Blank.

d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) Intentionally Left Blank.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) Intentionally Left Blank.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) Intentionally Left Blank.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Qwest

Wire Centers.

c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 Intentionally Left Blank.

9.6.3.5 Intentionally Left Blank.

9.6.3.5.1 Intentionally Left Blank.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 Intentionally Left Blank.

9.6.3.8 Intentionally Left Blank.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

9.6.3.10 A nonrecurring charge is applied to the conversion of an existing private line/special access circuit to UDIT.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes are contained in the Access to OSS Section of this Agreement.

9.6.4.1.2 Intentionally Left Blank.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate ASR. This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

a) Service Date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or

b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 Intentionally Left Blank.

9.6.4.4 Intentionally Left Blank.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 To convert an existing private line/special access circuit to UDIT, CLEC must submit two (2) ASRs to change the circuit identification, Network Channel Interface Code (NCI) and billing.

9.6.4.7 CLEC will submit an Access Service Request (ASR) for rearrangement including appropriate termination information (e.g., Connecting Facility Assignment (CFA) or Network Channel Codes/Network Channel Interface Codes (NC/NCI) codes).

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT terminations on CLEC's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g., CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

Dedicated dark fiber shall be made available to CLEC on an unbundled basis as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

9.7.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit strand or strands of fiber that connects two (2) Wire Centers within Qwest's network within the same LATA or state. UDF exists in two (2) distinct forms: (a) UDF interoffice facility (UDF-IOF), which constitutes a deployed route between two (2) Qwest Wire Centers; and (b) UDF MTE Subloop that begins at or near an MTE premises to provide access to MTE premises wiring. Deployed Dark Fiber facilities shall include all local exchange Dark Fiber Qwest owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit Qwest's ability to provide access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.

9.7.2 Terms and Conditions

9.7.2.0 Qwest shall unbundle dark fiber transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications described in Section 4 of this Agreement, both Wire Centers defining the Route are either Tier 1, Tier 2 or Forbearance Wire Centers. As such, Qwest must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center that is not a Forbearance Wire Center.

9.7.2.0.1 Qwest shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with Section 9.1. Qwest will provide UDF of substantially the same quality

as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 A point of technically feasible access is any point in Qwest's outside plant at or near an MTE premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the MTE premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

9.7.2.2.3 Intentionally Left Blank.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests Qwest to obtain and connect the electronic equipment, Qwest will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) or two (2) strands. CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available.

In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

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9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

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9.7.2.10 Upon thirty (30) Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such Commission proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers served by Dark Fiber strands for which Qwest requested reclamation. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Intentionally Left Blank.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to Section 9.1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Wire Centers within a UDF or at Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Wire Centers.

9.7.2.12.1 Competitive Local Exchange Carrier-to-Competitive Local Exchange Carrier connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 CLEC is responsible for all work activities at the MTE premises. All negotiations with the premises End User Customer and or premises owner are solely the responsibility of CLEC.

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9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access MTE Subloops.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one (1) termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 CLEC may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

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9.7.2.17.3 Intentionally Left Blank.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

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9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF.

9.7.3.1.1 CLEC must submit a UDF inquiry and CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's

request pursuant to Section 9.7.2.5(b). Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF simple inquiry response and the complex inquiry response will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Connecting Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request, (UDF-IOF or UDF MTE Subloop), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an MTE. CLEC shall access the UDF MTE Subloop on the MTE Premises at a Technically Feasible point if possible. If access is not Technically Feasible on the MTE Premises, then CLEC may request access to UDF MTE Subloop at a Technically Feasible point near the MTE Premises. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Intentionally Left Blank.

9.7.3.3.3 Termination at Qwest Wire Center. If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a Qwest Wire Center, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply in accordance with Exhibit A.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a field verification

that the route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in Section 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) Qwest Wire Centers. A complex IRI is used to determine if a UDF MTE Subloop is available. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers. Qwest will prepare a quote which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing access to this FDP location. This quote will be good for thirty (30) Days. The FVQP is not necessary when the request is between Qwest Wire Centers (i.e., simple IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge assessed in the context of the reservation.

c) Engineering Verification. This rate element is an additional records check

for Unbundled Dark Fiber MTE Subloop.

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - Single Strand - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two (2) UDF-IOF terminations apply per cross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

b) UDF-IOF Fiber Transport, (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between Qwest Wire Centers. This rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per strand. Cross connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

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9.7.5.2.4 Unbundled Dark Fiber - Order Charge, First Strand/Route, Per Order

9.7.5.2.4.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location. See Exhibit A.

9.7.5.2.5 Unbundled Dark Fiber- Order Charge, Each Additional Strand/Route, Per Order

9.7.5.2.5.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request. See Exhibit A.

9.7.5.2.6 Unbundled Dark Fiber per Pair - IOF Rate Elements

9.7.5.2.6.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. See Exhibit A.

9.7.5.2.6.2 UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile. See Exhibit A.

9.7.5.2.7 UDF-IOF Fiber Cross Connect Rate Element

9.7.5.2.7.1 This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF. See Exhibit A.

9.7.5.2.8 Unbundled Dark Fiber - Order Charge, First Pair/Route, Per Order

9.7.5.2.8.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location. See Exhibit A.

9.7.5.2.9 Unbundled Dark Fiber - Order Charge, Each Additional Pair/Route, Per Order, Per Location, Per Request

9.7.5.2.9.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for the same CLEC. See Exhibit A.

9.7.5.2.10 Unbundled Dark Fiber Splice

9.7.5.2.10.1 This rate element is the nonrecurring charge assessed for the splice location, if required, to make the UDF MTE subloop accessible. This rate element is for the work performed at the accessible first manhole or splicing location associated with an UDF MTE subloop order. See Exhibit A.

9.7.5.2.11 Unbundled Dark Fiber MTE Subloop

9.7.5.2.11.1 This rate element includes recurring and

nonrecurring charges assessed for the UDF MTE subloop and it is ICB (Individual Case Basis).

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9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

9.19 Construction Charges

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Qwest Tariff or where such charges would not be applied to a Qwest End User Customer.

9.19.1 Qwest reserves the right to determine if Qwest will undertake requested construction. Some circumstances under which Qwest will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If Qwest agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that Qwest construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction (CRUNEC) method. CRUNEC is not required for

requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL)
- Unbundled Subloop
- Unbundled Dark Fiber (UDF)
- Unbundled Dedicated Interoffice Transport (UDIT)
- Unbundled Local Loop

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the Qwest service manager.

9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on Qwest. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 Qwest will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, Qwest will refund the Construction payment, excluding expenditures already incurred by Qwest for work completed (including work Engineered, Furnished and/or Installed (EF&I)). Qwest will provide a brief description of work completed.

9.19.3.3.1 EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

9.19.3.4 The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that Qwest uses to assess

whether to build the equivalent facilities for itself.

9.19.3.5 Rates are included in Exhibit A to this Agreement.

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9.23 Unbundled Network Element Combinations

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements, including but not limited to, Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combinations accessed by CLEC, except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Qwest Tariff or 271 elements), and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the Connecting Facility Assignment (CFA) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the

grounds that the UNE or UNE Combination shares part of Qwest's network with access services. All requests for combinations and Commingling will be subject to the terms and conditions in Section 9.1. In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and operator services platforms.

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9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not undermine the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6 When ordered in combination, Qwest will combine CLEC elements with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Would not undermine the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.7 Qwest shall combine UNEs in a manner that provides Qwest access necessary facilities.

9.23.1.8 If Qwest denies a request to combine elements pursuant to Sections 9.23.1.5.1 or 9.23.1.6.1, Qwest must prove to the Commission that the requested combination is not Technically Feasible. If Qwest denies a request to combine UNEs pursuant to Sections 9.23.1.5.2 or 9.23.1.6.2, Qwest must demonstrate to the Commission that the requested combination would undermine the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: EEL, subject to the limitations set forth below. If CLEC desires access to a different UNE Combination, CLEC may request access in accordance with Section 9.23.3.10 of this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire and shall execute an amendment before ordering such products.

9.23.3 Terms and Conditions

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

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9.23.3.7 Enhanced Extended Loop (EEL): EEL is a combination of Loop and dedicated interoffice transport, together with any facilities, equipment, or functions necessary to combine those network elements, and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of Section 9.1.1.

9.23.3.7.1 Service Eligibility Criteria in Section 9.1.1.10 apply to combinations of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity Loops attached to special access transport). CLEC may not utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport (UDIT) to create high

capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 9.1.1.10.

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9.23.3.7.2.10 Intentionally Left Blank.

9.23.3.7.2.11 CLEC may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section 9.1.1. Qwest will provide CLEC with conversions to EELs according to the standard intervals set forth in Exhibit C. Work performed by Qwest to provide Commingled EELs at CLEC's request or to provide services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled EEL service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to provide for the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.23.3.7.2.11.1 Intentionally Left Blank.

9.23.3.7.2.12 EEL is a combination of Loop and dedicated interoffice transport, together with any facilities, equipment, or functions necessary to combine those network elements, used for the purpose of connecting an End User Customer to CLEC's Collocation. EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 Intentionally Left Blank.

9.23.3.7.2.12.3 One end of the interoffice facility of a high capacity EEL must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (multiplexed EEL).

9.23.3.7.2.12.5 Intentionally Left Blank.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG) on the following web site address: http://www.qwest.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Intentionally Left Blank.

9.23.3.7.2.12.8 EEL is available only where existing facilities are available.

9.23.3.7.2.12.9 Rearrangements may be requested for work to be performed by Qwest on an existing EEL, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.8 Ordering

9.23.3.8.1 Intentionally Left Blank.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.3.8.4 Intentionally Left Blank.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

9.23.3.8.6 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for EEL where CLEC requests work to be performed outside of Qwest’s standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00

a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.3.8.6.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall 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 volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.3.8.6.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1, and DS3 bandwidths. Recurring and nonrecurring charges as described in Exhibit A apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges as described in Exhibit A apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Intentionally Left Blank.

9.23.3.9.6 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing EEL, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.9.7 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under miscellaneous charges in Section

9 of Exhibit A.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 Intentionally Left Blank.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Qwest Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination.

9.23.3.14 Intentionally Left Blank.

9.23.3.15 Intentionally Left Blank.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

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

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements

that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. Rates are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

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

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all miscellaneous charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 Intentionally Left Blank.

9.23.4.5 Intentionally Left Blank.

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

9.23.5 Ordering Process

9.23.5.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Intentionally Left Blank.

9.23.5.1.2 Intentionally Left Blank.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are

located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 Intentionally Left Blank.

9.23.5.6 Intentionally Left Blank.

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

9.23.6 Billing

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

9.23.7 Maintenance and Repair

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

9.23.8 Loop-Mux Combination (LMC)

9.23.8.1 Description

9.23.8.1.1 Loop-mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Qwest Tariff

DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.8.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.23.8.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

9.23.8.2 Terms and Conditions

9.23.8.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

9.23.8.2.2 LMC Loops will be provisioned where existing facilities are available.

9.23.8.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.23.8.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Qwest Tariff.

9.23.8.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.8.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.23.8.3 Rate Elements

9.23.8.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply.

9.23.8.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

9.23.8.3.3 Nonrecurring charges for billing conversions to LMC Loop are set forth in Exhibit A.

9.23.8.3.4 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.23.8.3.5 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under miscellaneous charges in Section 9 of Exhibit A.

9.23.8.4 Ordering Process

9.23.8.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.23.8.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

9.23.8.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

9.23.8.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

9.23.8.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

9.23.8.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

9.23.8.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at www.qwest.com/wholesale.

9.23.8.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.8.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours project coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC Loops with installation work performed

by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.8.4.5.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall 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 volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.8.4.5.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

9.23.8.5 Billing

9.23.8.5.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7 to 10) Days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual End User Customer sub-account information.

9.23.8.6 Maintenance and Repair

9.23.8.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Qwest Tariff. 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 prior written consent of Qwest.

9.24 Loop Splitting

Loop Splitting terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Loop Splitting, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

Section 10.0 – ANCILLARY SERVICES

10.1 Intentionally Left Blank

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. The Parties shall port telephone numbers using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 The Parties shall use the Location Routing Number (LRN) architecture and methodology. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office 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 identifies the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 The Parties will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

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

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and

comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within standard industry guidelines as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch 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 End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

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

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process

established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to a Party's End Office Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. The Parties will port telephone numbers previously reserved by the End User Customers in accordance with the FCC's rules and North American Numbering Council (NANC) guidelines.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area, i.e., Rate Center, represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's

established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.4 Database and Query Services

10.2.4.1 The LNP database provides the call routing information used by a Party's End Office Switches and Tandem Switches to route End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number. 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 Qwest FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in tariff Section 20 (CCSAC Service Applications). CLEC query services and charges are defined in CLEC FCC Tariff #4, including LNP Query-End Office and LNP Query-Tandem charges which are contained in tariff Section 8 (Local Number Portability). Each Party has the right to block default-routed calls entering its network if performing such database queries is likely to impair network reliability

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's End User Customers as compared to the service Qwest provides its own End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

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

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

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a

Local Service Request and associated LNP forms. CLEC may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain time) are considered the next business day. The following service intervals have been established for LNP:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2 of the Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10)

digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 A Party shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 A requesting Party 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., End User Customer 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. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information

provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 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 or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 The Parties shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 The Parties will work cooperatively to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the a Party’s network, that Party will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to CLEC End User Customers with ported telephone numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 The Parties will comply with FCC and Commission rules on cost recovery for Local Number Portability.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User Customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving

Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon realization or notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to CLEC's demarcation. Qwest will be responsible for the monitoring, coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For facilities-based CLEC using its own switch(es), Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For CLEC's resale local exchange lines, Qwest shall provide access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.9 Private Switch/Automatic Location Identification (PS/ALI) Service

PS/ALI terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order PS/ALI, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

10.4 White Pages Directory Listings Service

10.4.1 Description

White Pages Directory Listings Service consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's Listings database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer Listings as noted below.

10.4.2 Terms and Conditions

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in Qwest's applicable product tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Qwest Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using Qwest's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to Qwest, in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings.

10.4.2.1.1 Qwest will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based End User Customers at no monthly recurring charge.

10.4.2.1.2 CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." Qwest will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its End User Customer's Listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer Listings information for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes.,

except that CLEC's Listings supplied to Qwest by CLEC **and marked as nonpublished or nonlisted Listings** shall not be used for marketing purposes**, subject to the terms and conditions of this Agreement**. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.[3]

10.4.2.5 CLEC End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Qwest Tariffs limit Qwest's liability with regard to Listings, the applicable state Qwest Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of White Pages Directory Listings for all CLEC's and Qwest's End User Customers. All requests for White Pages Directory listings, whether for CLEC or Qwest End User Customers, follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate CLEC’s nonpublished and nonlisted Listings provided that CLEC has supplied Qwest the necessary privacy indicators on such Listings.

10.4.2.10 CLEC’s White Pages Directory Listings will be in the same font and size as Listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of White Pages Directory Listings will make no distinction between CLEC’s and Qwest’s subscribers. CLEC’s Listings will be provided with the same accuracy and reliability as Qwest's End User Customer Listings. Qwest will ensure CLEC’s Listings provided to Qwest are included in the White Pages Directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customers’ Listings.

[3] **Arbitrator’s Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 32**

10.4.2.12 For CLEC's End User Customers whose Listings CLEC provides to Qwest for submission to its official directory publisher, Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to Qwest are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to Qwest, including End User Customer-requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information. Qwest understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to Qwest reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 CLEC agrees that its End User Customer names, addresses and telephone numbers will be provided to Qwest in a standard mechanized or manual format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to Qwest, Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published White Pages Directory and available on Qwest's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of its Listings to be included in the White Pages Directory and in Qwest's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its White Pages Directory Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Section 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customers' Listings provided to CLEC are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customers' Listings information provided to CLEC including End User Customer-requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of White Pages Directory Listings with an Affiliate or contractor requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of White Pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the White Pages Directory Listings a notice that End User Customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of White Pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the customer guide pages of the White Pages Directory for the purpose of notifying End User Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.2.27 If CLEC submits its End User Customer Listings to Qwest through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to Qwest, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to Qwest on its behalf and to work with Qwest in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's End User Customers' Listings to Qwest.

10.4.2.27.3 CLEC's use of an agent in submitting its End User Customers' Listings to Qwest shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

10.4.3 Rate Elements

The following rate elements apply to White Pages Directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on White Pages Directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC Listings can be submitted for inclusion in Qwest White Pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT (http://www.qwest.com/wholesale/pcat/) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

10.5 Directory Assistance Service

Directory Assistance Service terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Directory Assistance Service, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

10.6 Directory Assistance List

Directory Assistance List terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Directory Assistance List, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

10.7 Toll and Assistance Operator Services

Toll and Assistance Operator Services terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Toll and Assistance Operator Services, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

Access to Poles, Ducts, Conduits, and Rights of Way terms and conditions were removed at the request of CLEC. In the event CLEC wishes to order Access to Poles, Ducts, Conduits, and Rights of Way, the Parties will negotiate an amendment to this Agreement. The terms of such an amendment will be negotiated in accordance with then-current Applicable Law. The Parties agree to negotiate such an amendment in good faith and to execute it in a timely fashion.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times in accordance with Applicable Law. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. The Parties are responsible for covering their employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by written or verbal notification between the Parties' technicians at the site or by telephone to each Party's security number(s).

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and

representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has the same responsibility for its employees.

11.11 Qwest shall provide access to its applicable security policies and guidelines to CLEC, and CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified at: http://www.qwest.com/techpub/.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality. Qwest shall provide access to all such applicable Qwest environmental health and safety regulations.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping. Qwest shall provide access to such Central Office fire and safety regulations.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) business days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1)

identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) business days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) business days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used by either Party anywhere within the Qwest buildings or grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be described by Qwest and will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and identifying numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-

976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely

response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between Qwest's OSS and CLEC's system(s) necessary to access Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete, as required under Applicable Law. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the

above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre-ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA Toll and InterLATA Toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Intentionally Left Blank.

12.2.1.5.2 Intentionally Left Blank.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is

obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process -- Qwest shall provide a Facility Based EDI Listing interface to enable CLEC Listing data to be translated and passed into the Qwest Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that

the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if CLEC's End User Customer requests a service change at the time of installation.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass e-mail distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and

guidelines shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document ATIS-0406000-2203; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a web browser.

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the

receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new

release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a

finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes

Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC for other than LIS trunks/trunk group(s), a maintenance of service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the maintenance of service charge. The condition(s) under which the maintenance of service charge

applies to Interconnection services are described in Section 7.2.2.10.3.

12.3.4.3 When CLEC elects not to perform trouble isolation (for other than LIS trunks/trunk group[s]) and Qwest performs tests at CLEC request, a maintenance of service charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, maintenance of service charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The e-mail notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest

and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are

those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer premises without prior CLEC authorization. For dispatch to the End User CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is

likely to be missed. At CLEC option, notification may be sent by e-mail or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize CLEC as the Customer of Record for all services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC End User Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a

day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's web site.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion

time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such

embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time

the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

12.3.24.10 To the extent CLEC performs Switch and/or Frame Conversions, CLEC shall provide notice and planning information to Qwest to facilitate any applicable CLEC embargoes and/or quiet periods associated with such conversions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER

15.1 Qwest and CLEC agree that certain issues outside the provision of basic White Pages Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, call guide pages (phone service pages contents), applicable Listings criteria, White Page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest shall, upon request, facilitate discussions between CLEC and Qwest's Official Directory Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or Ancillary Service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Qwest Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or Ancillary Services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or Ancillary Services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or Ancillary Service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location(s) requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it as identified by Qwest under Section 17.3, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or Ancillary Service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and Ancillary Service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or Ancillary Service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or Ancillary Services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or Ancillary Services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or Ancillary Services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or Ancillary Services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or Ancillary Service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release

from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data

files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The **Party requesting the** Audit **may request that an Audit** be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. **Under this circumstance, t**he costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.[4]

18.2.10 **In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.**[5]

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this

[4] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 42**
[5] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 42**

Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or Ancillary Services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or Ancillary Services specifically provided for in this Agreement, and as required under 51.319, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or Ancillary Services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers. The foregoing notwithstanding, Qwest shall provide routine network modifications in accordance with 51.319(a)(7) and 51.319(e)(4).

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 - SERVICE PERFORMANCE

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-1428-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Toll Free Service

GR-1432-CORE CCSNIS Supporting TCAP

GR-317-CORE Call Control Using Integrated Services Network Digital User Part (ISDNUP)

GR-905-CORE CCSNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISUP

GR-1357-CORE Switched Fractional DS1

TR-TSY-000540 Tandem Supplement

GR-305-CORE

GR-1429-CORE CCSNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public Safety LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Operator Subsystem

SR-TSY-001171 Methods and Procedures for System Reliability Analysis

21.3.2 Transport

FR-440 Transport System Generic Requirements (TSGR)

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET) Transport Systems: Common Generic Criteria

TR-NWT-000507 LSSGR: Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier (IDLC) Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices (NID)

TR-NWT-000937 Generic Requirements for Building Entrance Terminals

TR-NWT-000133 Generic Requirements for Network Inside Wiring

ANSI T1.417, Spectrum Management for Loop Transmission Systems

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements. Details of these standards are documented in the Qwest Technical Publications. Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: http://www.qwest.com/techpub/.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Agreement.

Cox Nebraska Telcom, L.L.C.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	_____
Name Printed/Typed	Name Printed/Typed
_____	_____
Title	Title
_____	_____
Date	Date

								EAS / Local Traffic Reciprocal Compensation Election				
New								Bill and Keep			Notes	
								Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
6.0	Resale - Intentionally Left Blank											
	6.1	Wholesale Discount Rates										
		6.1.1	Basic Exchange Residential Line Service					16.00%		16.00%	A	
		6.1.2	Basic Exchange Business Line Service / PBX					16.00%		16.00%	A	
		6.1.3	IntraLATA Toll					16.00%		16.00%	A	
		6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)					16.00%		16.00%	A	
		6.1.5	Listings, CO Features & Information Services					16.00%		16.00%	A	
		6.1.6	Private Line					16.00%		16.00%	A	
		6.1.7	Public Access Line (PAL) Service					16.00%		16.00%	A	
	6.2	Customer Transfer Charge (CTC)										
		6.2.1	CTC for POTS Service									
			6.2.1.1	Residential / Business								
				6.2.1.1.1	First Line							
					6.2.1.1.1.1	Manual				$15.36		
					6.2.1.1.1.2	Mechanized				$0.64		
				6.2.1.1.2	Each Additional Line							
					6.2.1.1.2.1	Manual				$2.56		
					6.2.1.1.2.2	Mechanized				$0.13		
		6.2.2	CTC for Private Line Transport Services									
			6.2.2.1	First Circuit						$31.96		
			6.2.2.2	Additional Circuit, per Circuit, Same CSR						$31.96		
		6.2.3	CTC for Advanced Communications Services, per Circuit							$48.64		
7.0	Interconnection											
	7.1	Entrance Facilities										
		7.1.1	Intentionally Left Blank									
		7.1.2	DS1					$79.98		$179.89	A	
		7.1.3	DS3					$429.36		$314.74	A	
	7.2	LIS EICT										
		7.2.1	Per DS1					$0.00		$0.00	6	
		7.2.2	Per DS3					$0.00		$0.00	6	
	7.3	Direct Trunked Transport										
		7.3.1	Intentionally Left Blank									
		7.3.2	DS1 (Recurring Fixed & per Mile)									
			7.3.2.1	Over 0 to 8 Miles				$34.12	$3.25		A	A
			7.3.2.2	Over 8 to 25 Miles				$34.95	$3.28		A	A
			7.3.2.3	Over 25 to 50 Miles				$36.80	$1.86		A	A
			7.3.2.4	Over 50 Miles				$35.44	$0.79		A	A
		7.3.3	DS3 (Recurring Fixed & per Mile)									
			7.3.3.1	Over 0 to 8 Miles				$219.24	$54.79		A	A
			7.3.3.2	Over 8 to 25 Miles				$222.65	$17.32		A	A
			7.3.3.3	Over 25 to 50 Miles				$204.76	$21.47		A	A
			7.3.3.4	Over 50 Miles				$216.42	$14.86		A	A
	7.4	Multiplexing										
		7.4.1	DS1 to DS0					$233.80		$203.08	A	
		7.4.2	DS3 to DS1					$248.81		$203.08	A	
	7.5	Trunk Nonrecurring										
		7.5.1	Intentionally Left Blank									
		7.5.2	DS1 Interface									
			7.5.2.1	First Trunk						$262.34		
			7.5.2.2	Each Additional Trunk						$4.74		
		7.5.3	DS3 Interface									
			7.5.3.1	First Trunk						$267.84		
			7.5.3.2	Each Additional Trunk						$10.25		
	7.6	Exchange (EAS/Local) Traffic										
		7.6.1	End Office Call Termination, per Minute of Use					$0.001260			###	
		7.6.2	Tandem Switched Transport, Tandem Switching, per Minute of Use					$0.00069			#	
		7.6.3	Tandem Transmission (Recurring Fixed & per Mile)									
			7.6.3.1	Over 0 to 8 Miles				$0.000488	$0.0000308		A	A
			7.6.3.2	Over 8 to 25 Miles				$0.000496	$0.0000179		A	A
			7.6.3.3	Over 25 to 50 Miles				$0.000528	$0.0000134		A	A
			7.6.3.4	Over 50 Miles				$0.000537	$0.0000076		A	A
	7.7	Local Traffic - FCC - ISP Rate Caps										

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
		7.7.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action			$0.0007			4	
	7.8	**Miscellaneous Charges**								
		7.8.1	Expedite Charge (LIS Trunks)					Qwest's Nebraska Access Service Catalog		
		7.8.2	Cancellation Charge (LIS Trunks)					Qwest's Nebraska Access Service Catalog		
		7.8.3	Additional Testing (LIS Trunks)					Qwest's Nebraska Access Service Catalog		
	7.9	**Transit Traffic**								
		7.9.1**	**Local Transit, per Minute of Use and Recurring per Mile (Local Transit Assumed Mileage = 15 miles)**			**See Tandem Switching and Tandem Transmission Rates Above**	**See Tandem Switching and Tandem Transmission Rates Above**			
		7.9.2**	**IntraLATA Toll Transit, per Minute of Use and Recurring per Mile (Local Transit Assumed Mileage = 15 miles)**			**Qwest's Nebraska Access Service Catalog**	**Qwest's Nebraska Access Service Catalog**			
		7.9.3	Intentionally Left Blank							
		7.9.4	Category 11 Mechanized Record Charge, per Record							
			7.9.4.1**	**Mechanized Transit Records**		**$0.001723**				
	7.10	**Jointly Provided Switched Access Services**								
		7.10.1	Mechanized Access Records			$0.001723			A	
	7.11	**IntraLATA Toll Traffic**				Qwest's Nebraska Access Service Catalog	Qwest's Nebraska Access Service Catalog			
8.0	**Collocation**									
	8.1	**All Collocation**								
		8.1.1	Planning and Engineering							
			8.1.1.1	Intentionally Left Blank						
			8.1.1.2	Cable Augment Quote Preparation Fee				$1,379.19		
		8.1.2	Entrance Facility							
			8.1.2.1	Standard Shared, per Fiber		$6.37		$621.04	A	
			8.1.2.2	Cross Connect, per Fiber		$6.57		$728.48	A	
			8.1.2.3	Express, per Cable		$102.89		$9,072.71	A	
		8.1.3	Cable Splicing							
			8.1.3.1	Fiber, per Set-Up				$477.02		
			8.1.3.2	Per Fiber Spliced				$35.96		
		8.1.4	Power							
			8.1.4.1	Power Plant						
				8.1.4.1.1	Less Than 60 Amps, per Amp Ordered	$12.67			A	
				8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered	$8.38			A	
			8.1.4.2	Power Usage						
				8.1.4.2.1	Less Than or Equal To 60 Amps, per Amp Ordered	$2.28			A	
				8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	$4.56			A	
		8.1.5	AC Power Feed							
			8.1.5.1	AC Power Feed, per Amp, per Month						
				8.1.5.1.1	120 V	$18.24			A	
				8.1.5.1.2	208 V, Single Phase	$31.61			A	
				8.1.5.1.3	208 V, Three Phase	$54.68			A	
				8.1.5.1.4	240 V, Single Phase	$36.47			A	
				8.1.5.1.5	240 V, Three Phase	$63.10			A	
				8.1.5.1.6	480 V, Three Phase	$126.19			A	
			8.1.5.2	AC Power Cable, per Foot, per Month						
				8.1.5.2.1	20 Amp, Single Phase	$0.0141		$7.56	A	
				8.1.5.2.2	20 Amp, Three Phase	$0.0175		$9.38	A	

							Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
				8.1.5.2.3	30 Amp, Single Phase		$0.0152		$8.15	A	
				8.1.5.2.4	30 Amp, Three Phase		$0.0209		$11.20	A	
				8.1.5.2.5	40 Amp, Single Phase		$0.0179		$9.59	A	
				8.1.5.2.6	40 Amp, Three Phase		$0.0246		$13.20	A	
				8.1.5.2.7	50 Amp, Single Phase		$0.0212		$11.37	A	
				8.1.5.2.8	50 Amp, Three Phase		$0.0296		$15.88	A	
				8.1.5.2.9	60 Amp, Single Phase		$0.0240		$12.86	A	
				8.1.5.2.10	60 Amp, Three Phase		$0.0341		$18.28	A	
				8.1.5.2.11	100 Amp, Single Phase		$0.0297		$15.92	A	
				8.1.5.2.12	100 Amp, Three Phase		$0.0463		$24.86	A	
		8.1.6	Inspector Labor, per Half Hour								
			8.1.6.1	Regular Hours Rate					$30.22		
			8.1.6.2	After Hours Rate, minimum 3 Hours					$38.91		
		8.1.7	Channel Regeneration								
			8.1.7.1	DS1			$0.00		$0.00	A 9	
			8.1.7.2	DS3			$0.00		$0.00	A 9	
		8.1.8	Collocation Terminations								
			8.1.8.1	Shared Access							
				8.1.8.1.1	DS0						
					8.1.8.1.1.1	Cable Placement, per 100 Pair Block	$0.2337		$195.86	A	
					8.1.8.1.1.2	Cable Placement, per Termination	$0.0044		$3.68	A	
					8.1.8.1.1.3	Cable, per 100 Pair Block	$0.3753		$314.53	A	
					8.1.8.1.1.4	Cable, per Termination	$0.0051		$4.31	A	
					8.1.8.1.1.5	Blocks, per 100 Pair Block	$0.6498		$544.57	A	
					8.1.8.1.1.6	Blocks, per Termination	$0.0089		$7.46	A	
					8.1.8.1.1.7	Block Placement, per 100 Pair Block	$0.2447		$205.06	A	
					8.1.8.1.1.8	Block Placement, per Termination	$0.0034		$2.81	A	
				8.1.8.1.2	DS1						
					8.1.8.1.2.1	Cable Placement, per 28 DS1s	$0.6360		$341.18	A	
					8.1.8.1.2.2	Cable Placement, per Termination	$0.0684		$36.69	A	
					8.1.8.1.2.3	Cable, per 28 DS1s	$0.6768		$363.12	A	
					8.1.8.1.2.4	Cable, per Termination	$0.0728		$39.04	A	
					8.1.8.1.2.5	Panel, per 28 DS1s	$0.3854		$206.76	A	
					8.1.8.1.2.6	Panel, per Termination	$0.0463		$24.82	A	
					8.1.8.1.2.7	Panel Placement, per 28 DS1s	$0.1300		$69.75	A	
					8.1.8.1.2.8	Panel Placement, per Termination	$0.0140		$7.50	A	
				8.1.8.1.3	DS3						
					8.1.8.1.3.1	Cable Placement, per Termination	$0.2356		$126.38	A	
					8.1.8.1.3.2	Cable, per Termination	$0.4371		$234.48	A	
					8.1.8.1.3.3	Connector, per Termination	$0.4473		$239.99	A	
					8.1.8.1.3.4	Connector Placement, per Termination	$0.0335		$17.42	A	
				8.1.8.1.4	Fiber						
					8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	$12.39		$1,601.47	1	
					8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	$0.53		$435.47	1	
					8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	$19.61			1	
					8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	$1.85		$1,516.92	1	
		8.1.9	Security Charges								
			8.1.9.1	Access Card, per Employee			$0.85			A	
			8.1.9.2	Card Access, per Employee, per Central Office			$7.83			A	
		8.1.10	Composite Clock / Central Office Clock Synchronization								
			8.1.10.1	Synchronization - Composite Clock, per Port			$7.29			A	
		8.1.11	Intentionally Left Blank								
		8.1.12	Space Availability Report Charge, per Office						$316.00		
		8.1.13	Collocation Space Reservation Fee						Charge will be 25% of Nonrecurring Fee		
		8.1.14	Collocation Space Option Administration Fee						$1,735.18		
		8.1.15	Collocation Space Option Fee				$2.00			2	
		8.1.16	Joint Inventory Visit Fee, per Visit						$1,610.12		
		8.1.17	Intentionally Left Blank								
		8.1.18	Intentionally Left Blank								
		8.1.19	Intentionally Left Blank								
		8.1.20	Splitter Collocation - **Intentionally Left Blank**								
	8.2	**Virtual Collocation**									
		8.2.1	Planning and Engineering								
			8.2.1.1	Quote Preparation Fee					$4,150.20		
		8.2.2	Maintenance Labor, per Half Hour								
			8.2.2.1	Regular Hours Rate					$26.50		
			8.2.2.2	After Hours Rate					$35.46		
		8.2.3	Training Labor, per Half Hour								
			8.2.3.1	Regular Hours Rate					$26.50		
		8.2.4	Equipment Bay, per Shelf				$3.76			A	
		8.2.5	Engineering Labor, per Half Hour								
			8.2.5.1	Regular Hours Rate					$28.59		
			8.2.5.2	After Hours Rate					$36.91		

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
		8.2.6	Installation Labor / Inspection Labor, per Half Hour							
			8.2.6.1	Regular Hours Rate				$30.22		
			8.2.6.2	After Hours Rate				$38.91		
		8.2.7	Rent							
			8.2.7.1	Floor Space Lease, per Square Foot		$3.36			A	
		8.2.8	Intentionally Left Blank							
		8.2.9	-48 Volt DC Power Cables, per Feed							
			8.2.9.1	20 Amp Power Feed		$7.60		$4,077.36	A	
			8.2.9.2	30 Amp Power Feed		$8.65		$4,642.37	A	
			8.2.9.3	40 Amp Power Feed		$10.45		$5,606.87	A	
			8.2.9.4	60 Amp Power Feed		$13.18		$7,068.30	A	
	8.3	**Cageless Physical Collocation**								
		8.3.1	Planning and Engineering							
			8.3.1.1	Quote Preparation Fee				$4,150.20		
		8.3.2	Space Construction and Site Preparation							
			8.3.2.1	Site Preparation Fee				ICB		
			8.3.2.2	Space Constructiuon for 2 Bays & 1 - 40 Amp Power Feed - 90 Day		$47.12		$25,276.94	A	
			8.3.2.3	Intentionally Left Blank						
			8.3.2.4	Intentionally Left Blank						
			8.3.2.5	Intentionally Left Blank						
			8.3.2.6	Adjustment for Initial Power Feed - Change to Standard Design						
				8.3.2.6.1	20 Amp Initial Power Feed Adjustment	($2.85)		($1,529.51)	A	
				8.3.2.6.2	30 Amp Initial Power Feed Adjustment	($1.80)		($964.50)	A	
				8.3.2.6.3	Intentionally Left Blank					
				8.3.2.6.4	60 Amp Initial Power Feed Adjustment	$2.72		$1,461.43	A	
				8.3.2.6.5	100 Amp Initial Power Feed	$12.89		$6,914.43	A	
				8.3.2.6.6	200 Amp Initial Power Feed Adjustment	$41.69		$22,365.91	A	
				8.3.2.6.7	300 Amp Initial Power Feed Adjustment	$77.31		$41,478.20	A	
				8.3.2.6.8	400 Amp Initial Power Feed Adjustment	$118.40		$63,521.04	A	
				8.3.2.6.9	Each Additional Bay	$4.25		$2,280.78	A	
				8.3.2.6.10	Adjustment for Single Bay - Change to Standard Design	($4.25)		($2,280.78)	A	
			8.3.2.7	Intentionally Left Blank						
			8.3.2.8	Additional DC Power Feed - Does Not Apply to Initial Feed						
				8.3.2.8.1	20 Amp Power Feed	$7.60		$4,077.36	A	
				8.3.2.8.2	30 Amp Power Feed	$8.65		$4,642.37	A	
				8.3.2.8.3	40 Amp Power Feed	$10.45		$5,606.87	A	
				8.3.2.8.4	60 Amp Power Feed	$13.18		$7,068.30	A	
				8.3.2.8.5	100 Amp Power Feed	$33.43		$17,935.78	A	
				8.3.2.8.6	200 Amp Power Feed	$62.23		$33,387.26	A	
				8.3.2.8.7	300 Amp Power Feed	$97.86		$52,499.54	A	
				8.3.2.8.8	400 Amp Power Feed	$138.95		$74,542.38	A	
		8.3.3	Floor Space Lease, per Square Foot			$3.36			A	
	8.4	**Caged Physical Collocation**								
		8.4.1	Planning and Engineering							
			8.4.1.1	Quote Preparation Fee				$4,512.47		
		8.4.2	Space Construction and Site Preparation							
			8.4.2.1	Intentionally Left Blank						
			8.4.2.2	Intentionally Left Blank						
			8.4.2.3	Intentionally Left Blank						
			8.4.2.4	Space Construction for Cage & 1 - 60 Amp Power Feed						
				8.4.2.4.1	Cage: Up to 100 Sq. Ft.	$84.22		$45,185.19	A	
				8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	$87.67		$47,031.33	A	
				8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	$90.34		$48,466.92	A	
				8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	$93.69		$50,265.98	A	
			8.4.2.5	Adjustment for Initial Power Feed - Change to Standard Design						
				8.4.2.5.1	20 Amp Initial Power Feed Adjustment	($11.09)		($5,952.18)	A	
				8.4.2.5.2	30 Amp Initial Power Feed Adjustment	($10.14)		($5,437.78)	A	
				8.4.2.5.3	40 Amp Initial Power Feed Adjustment	($8.10)		($4,344.78)	A	
				8.4.2.5.4	100 Amp Initial Power Feed Adjustment	$12.89		$6,914.43	A	
				8.4.2.5.5	200 Amp Initial Power Feed Adjustment	$41.69		$22,365.91	A	
				8.4.2.5.6	300 Amp Initial Power Feed Adjustment	$77.31		$41,478.20	A	
				8.4.2.5.7	400 Amp Initial Power Feed Adjustment	$118.40		$63,521.04	A	
			8.4.2.6	Intentionally Left Blank						
			8.4.2.7	Additional DC Power Feed - Does not Apply to Initial Feed						
				8.4.2.7.1	20 Amp Power Feed	$9.45		$5,069.17	A	
				8.4.2.7.2	30 Amp Power Feed	$10.41		$5,583.56	A	
				8.4.2.7.3	40 Amp Power Feed	$12.44		$6,676.57	A	
				8.4.2.7.4	60 Amp Power Feed	$20.54		$11,021.34	A	
				8.4.2.7.5	100 Amp Power Feed	$33.43		$17,935.78	1	
				8.4.2.7.6	200 Amp Power Feed	$62.23		$33,387.26	1	
				8.4.2.7.7	300 Amp Power Feed	$97.86		$52,499.54	1	
				8.4.2.7.8	400 Amp Power Feed	$138.95		$74,542.38	1	
		8.4.3	Fencing Credit							
			8.4.3.1	Cage: Up to 100 Sq. Ft.		($9.68)		($5,190.62)	A	
			8.4.3.2	Cage: 101 to 200 Sq. Ft.		($12.06)		($6,471.93)	A	

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
			8.4.3.3	Cage: 201 to 300 Sq. Ft.		($13.55)		($7,269.48)	A	
			8.4.3.4	Cage: 301 to 400 Sq. Ft.		($14.96)		($8,027.80)	A	
		8.4.4	Floor Space Lease, per Square Foot			$3.36			A	
		8.4.5	Intentionally Left Blank							
		8.4.6	Intentionally Left Blank							
		8.4.7	Intentionally Left Blank							
		8.4.8	Grounding							
			8.4.8.1	2 / 0 AWG, per Foot		$0.0162		$8.71	A	
			8.4.8.2	1 / 0 AWG, per Foot		$0.0286		$15.33	A	
			8.4.8.3	4 / 0 AWG, per Foot		$0.0334		$17.90	A	
			8.4.8.4	350 kcmil, per Foot		$0.0437		$23.42	A	
			8.4.8.5	500 kcmil, per Foot		$0.0502		$26.95	A	
			8.4.8.6	750 kcmil, per Foot		$0.0763		$40.93	A	
	8.5	**Adjacent Collocation and Adjacent Remote Collocation**						ICB		
	8.6	**Remote Collocation**								
		8.6.1	Physical & Virtual Remote Collocation							
			8.6.1.1	Space, per Standard Mounting Unit		$0.42		$818.87	A	
			8.6.1.2	FDI Terminations, per 25 Pair		$0.22		$527.27	A	
			8.6.1.3	Power Usage (see rate in 8.1.4.2)						
				8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp Ordered	$2.28			15	
				8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used	$4.56			15	
		8.6.2	Intentionally Left Blank							
		8.6.3	Additional Virtual Remote Terminal Features							
			8.6.3.1	Flat Charge, per Job				$36.16		
			8.6.3.2	Engineering, per Half Hour				$35.65		
			8.6.3.3	Maintenance, per Half Hour				$29.40		
			8.6.3.4	Installation, per Half Hour				$29.40		
			8.6.3.5	Training, per Half Hour				$29.40		
	8.7	**CLEC-to-CLEC**								
		8.7.1	Design Engineering & Installation - No Cables							
			8.7.1.1	Fiber Flat Charge				$1,339.04		
			8.7.1.2	Flat Charge				$745.12		
		8.7.2	Cable Racking							
			8.7.2.1	DS0, per Foot		$0.16526			A	
			8.7.2.2	DS1, per Foot		$0.17587			A	
			8.7.2.3	DS3, per Foot		$0.15130			A	
			8.7.2.4	Fiber, per Request		$119.64			1	
		8.7.3	Virtual Connections (Connections Only; No Cables)							
			8.7.3.1	DS0, per 100 Connections				$181.50		
			8.7.3.2	DS1, per 28 Connections				$85.00		
			8.7.3.3	DS3, per 1 Connection				$5.80		
			8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				$35.96		
		8.7.4	Cable Hole, if Applicable					$422.16		
		8.7.5	CLEC-to-CLEC Cross Connection					$189.12		
	8.8	**Interconnection Distribution Frame (ICDF) Collocation**								
		8.8.1	Quote Preparation Fee (see rate in 8.1.1.2)					$1,379.19		
		8.8.2	DS0 Circuit, per 200 Legs			$21.13		$2,219.13	1	
		8.8.3	DS1 Circuit, per Two Legs			$1.08		$73.30	1	
		8.8.4	DS3 Circuit, per Two Legs			$10.56		$1,205.11	1	
		8.8.5	Fiber Circuit, per Two Legs			$2.66		$241.56	1	
	8.9	**Collocation Cancellation**						QPF, Prorated Job Costs		
		8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)							
			8.9.1.1	Additional Labor - Basic				$26.18		
			8.9.1.2	Additional Labor - Overtime				$34.96		
			8.9.1.3	Additional Labor - Premium				$43.76		
		8.9.2	Additional Dispatch, per Order (see rate in 9.20)					$79.80		
	8.10	**Microwave Entrance Facility - Intentionally Left Blank**								
	8.11	**Intentionally Left Blank**								
	8.12	**Facility Connected (FC) Collocation**								
		8.12.1	Quote Preparation Fee, per Request					ICB		
		8.12.2	Engineering Fee, per Job					ICB		
		8.12.3	Copper Entrance Facility, per 100 Pair			ICB		ICB	3	
		8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)			$6.37		$621.04	15	
		8.12.5	Termination Block with Gas Protectors, per 100 Pairs			ICB		ICB	3	
		8.12.6	Termination Panel, per 12 Strands			ICB		ICB	3	
		8.12.7	DS1 Voltage Isolation, per DS1			ICB		ICB	3	

							Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
	8.13	**DC Power Reduction and Restoration**									
		8.13.1	Power Reduction								
			8.13.1.1	Quote Preparation Fee, per Office					$797.51		
			8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
				8.13.1.2.1	Less Than 60 Amps				$620.14		
				8.13.1.2.2	Equal To 60 Amps				$872.17		
				8.13.1.2.3	Greater Than 60 Amps				$1,095.67		
			8.13.1.3	Power Off, per Feed Set, per Secondary Feed					$1,050.65		
			8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set			$60.53			1	
			8.13.1.5	Location Change from Power Board to BDFB					ICB		
		8.13.2	Power Restoration								
			8.13.2.1	Quote Preparation Fee, per Office					$797.51		
			8.13.2.2	Power Restoration, applies to Primary & Secondary Feed							
				8.13.2.2.1	Power Restoration with Reservation						
					8.13.2.2.1.1	Less Than 60 Amps			$620.14		
					8.13.2.2.1.2	Equal To 60 Amps			$872.17		
					8.13.2.2.1.3	Greater Than 60 Amps			$1,095.67		
				8.13.2.2.2	Power Restoration without Reservation				ICB		
			8.13.2.3	Location Change from Power Board to BDFB					ICB		
	8.14	**Collocation Transfer of Responsibility**									
		8.14.1	Intentionally Left Blank								
		8.14.2	Assessment Fee, per Request						$1,058.00		
		8.14.3	Network System Administration Fee, per Request						$1,663.00		
		8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT,						$31.74		
		8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo,						$31.74		
	8.15	**Collocation Available Inventory**									
		8.15.1	Standard Sites								
			8.15.1.1	Removal of Terminations							
				8.15.1.1.1	DS0, per 100 Terminations				ICB		
				8.15.1.1.2	DS1, per Termination				ICB		
				8.15.1.1.3	DS3, per Termination				ICB		
				8.15.1.1.4	OCN, per 12 Fibers				ICB		
		8.15.2	Special Sites								
			8.15.2.1	Special Site Assessment Fee					$1,058.00		
			8.15.2.2	Network Systems Assessment Fee					$1,663.00		
			8.15.2.3	Site Survey Fee					$150.00		
		8.15.3	Re-usable Elements						ICB		
		8.15.4	Quote Preparation Fee (QPF)								
			8.15.4.1	Cageless (see rate in 8.3.1.1)					$4,150.20		
			8.15.4.2	Caged (see rate in 8.4.1.1)					$4,512.47		
	8.16	**Collocation Decommissioning (see rates in 9.20)**									
		8.16.1	Additional Labor other, per Half Hour or fraction thereof								
			8.16.1.1	Additional Labor Other - Basic					$26.18		
			8.16.1.2	Additional Labor Other - Overtime					$34.96		
			8.16.1.3	Additional Labor Other - Premium					$43.76		
		8.16.2	Additional Dispatch, per Order						$79.80		
	8.17	**Joint Testing**									
		8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)						$53.00		
		8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)						$26.50		
9.0	**Unbundled Network Elements (UNEs)**										
	9.1	**Interconnection Tie Pairs (ITP) - Per Termination**									
		9.1.1	DS0				$0.44			A	
		9.1.2	DS1				$1.54			A	
		9.1.3	DS3				$15.72			A	
	9.2	**Unbundled Loops**									
		9.2.1	Analog Loops						See 9.2.4		
			9.2.1.1	2-Wire Voice Grade Loop							
				9.2.1.1.1	Zone 1		$12.14			#	
				9.2.1.1.2	Zone 2		$28.11			#	
				9.2.1.1.3	Zone 3		$62.50			#	
			9.2.1.2	Intentionally Left Blank							
			9.2.1.3	4-Wire Voice Grade Loop							
				9.2.1.3.1	Zone 1		$23.83			#	
				9.2.1.3.2	Zone 2		$55.16			#	
				9.2.1.3.3	Zone 3		$122.63			#	
			9.2.1.4	Intentionally Left Blank							
			9.2.1.5	Unbundled Loop Grooming (2-Wire)			$0.19			###	
			9.2.1.6	Unbundled Loop Grooming (4-Wire)			$0.38			###	
		9.2.2	Nonloaded Loops						See 9.2.4		
			9.2.2.1	2-Wire Nonloaded Loop							

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
				9.2.2.1.1	Zone 1	$12.14			#	
				9.2.2.1.2	Zone 2	$28.11			#	
				9.2.2.1.3	Zone 3	$62.50			#	
			9.2.2.2	Intentionally Left Blank						
			9.2.2.3	4-Wire Nonloaded Loop						
				9.2.2.3.1	Zone 1	$23.83			#	
				9.2.2.3.2	Zone 2	$55.16			#	
				9.2.2.3.3	Zone 3	$122.63			#	
			9.2.2.4	Cable Unloading / Bridge Tap Removal				$615.79		
		9.2.3	Digital Capable Loops							
			9.2.3.1	Basic Rate ISDN / xDSL-I Capable				See 9.2.4 and 9.2.2.3		
				9.2.3.1.1	Zone 1	$12.14			#	
				9.2.3.1.2	Zone 2	$28.11			#	
				9.2.3.1.3	Zone 3	$62.50			#	
			9.2.3.2	Intentionally Left Blank						
			9.2.3.3	DS1 Capable Loop				See 9.2.5		
				9.2.3.3.1	Zone 1	$74.88			#	
				9.2.3.3.2	Zone 2	$78.63			#	
				9.2.3.3.3	Zone 3	$83.57			#	
			9.2.3.4	DS3 Capable Loop				See 9.2.6		
				9.2.3.4.1	Zone 1	$791.17			#	
				9.2.3.4.2	Zone 2	$912.30			#	
				9.2.3.4.3	Zone 3	$1,017.23			#	
			9.2.3.5	Intentionally Left Blank						
			9.2.3.6	2-Wire Extension Technology		$3.98			A	
			9.2.3.7	Intentionally Left Blank						
			9.2.3.8	Unbundled Loop Grooming 2-Wire Extension Technology		$1.46			A	
		9.2.4	Loop Installation Charges for 2 & 4-Wire Analog, 2 & 4-Wire Nonloaded, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.			See 9.2.1, 9.2.2, & 9.2.3.1				
			9.2.4.1	Basic Installation						
				9.2.4.1.1	First			$55.27		
				9.2.4.1.2	Each Additional			$48.77		
			9.2.4.2	Basic Installation with Performance Testing						
				9.2.4.2.1	First			$142.10		
				9.2.4.2.2	Each Additional			$94.09		
			9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
				9.2.4.3.1	First			$171.87		
				9.2.4.3.2	Each Additional			$94.09		
			9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
				9.2.4.4.1	First			$59.81		
				9.2.4.4.2	Each Additional			$53.32		
			9.2.4.5	Basic Installation with Cooperative Testing						
				9.2.4.5.1	First			$142.10		
				9.2.4.5.2	Each Additional			$94.09		
		9.2.5	DS1 Loop Installation Charges			See 9.2.3.3				
			9.2.5.1	Basic Installation						
				9.2.5.1.1	First			$136.15		
				9.2.5.1.2	Each Additional			$99.26		
			9.2.5.2	Basic Installation with Performance Testing						
				9.2.5.2.1	First			$262.58		
				9.2.5.2.2	Each Additional			$186.92		
			9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
				9.2.5.3.1	First			$300.28		
				9.2.5.3.2	Each Additional			$186.92		
			9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
				9.2.5.4.1	First			$144.75		
				9.2.5.4.2	Each Additional			$107.85		
			9.2.5.5	Basic Installation with Cooperative Testing						
				9.2.5.5.1	First			$262.58		
				9.2.5.5.2	Each Additional			$186.92		
		9.2.6	DS3 Loop Installation Charges			See 9.2.3.4				
			9.2.6.1	Basic Installation						
				9.2.6.1.1	First			$136.15		
				9.2.6.1.2	Each Additional			$99.26		
			9.2.6.2	Basic Installation with Performance Testing						
				9.2.6.2.1	First			$262.58		
				9.2.6.2.2	Each Additional			$186.92		
			9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
				9.2.6.3.1	First			$300.28		
				9.2.6.3.2	Each Additional			$186.92		
			9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
				9.2.6.4.1	First			$144.75		
				9.2.6.4.2	Each Additional			$107.85		
			9.2.6.5	Basic Installation with Cooperative Testing						
				9.2.6.5.1	First			$262.58		
				9.2.6.5.2	Each Additional			$186.92		

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
	9.2.7	Intentionally Left Blank								
	9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)						$30.87		
9.3	**Subloop**									
	9.3.1	2-Wire Analog and Nonloaded Distribution Loop								
		9.3.1.1	First Loop					$90.71		
		9.3.1.2	Each Additional					$22.91		
		9.3.1.3	First & Each Additional 2-Wire Distribution Loop							
			9.3.1.3.1	Zone 1		$8.54			#	
			9.3.1.3.2	Zone 2		$19.76			#	
			9.3.1.3.3	Zone 3		$37.18			A	
	9.3.2	Intentionally Left Blank								
	9.3.3	Intra-Building Cable							&	
		9.3.3.1	No Dispatch, First							
		9.3.3.2	No Dispatch, Each Additional							
	9.3.4	Intentionally Left Blank								
	9.3.5	MTE Terminal Subloop Access								
		9.3.5.1	Subloop MTE - POI Site Inventory, per Request							
		9.3.5.2	MTE - POI Rearrangement of Facilities					ICB		
		9.3.5.3	MTE - POI Construction of New SPOI			ICB			3	
		9.3.5.4	Intentionally Left Blank							
		9.3.5.5	Campus Wire / Jumper			$3.95		$80.00	A	
	9.3.6	Intentionally Left Blank								
	9.3.7	Field Connection Point (FCP)								
		9.3.7.1	Feasibility Fee / Quote Preparation Fee					$1,545.82		
		9.3.7.2	FCP Set-up, per Request					$3,177.66		
		9.3.7.3	FCP Splicing, per 25 Pairs					$13.40		
		9.3.7.4	FCP Reclassification Charge					$582.54		
9.4	**Shared Services**									
	9.4.1	Intentionally Left Blank								
	9.4.2	Intentionally Left Blank								
	9.4.3	Loop Splitting **- Intentionally Left Blank**								
	9.4.4	OSS, per Order				$0.00			##	
9.5	**Network Interface Device (NID)**					$1.08		$64.88	11	
9.6	**Unbundled Dedicated Interoffice Transport (UDIT)**									
	9.6.1	DS0 UDIT (Recurring Fixed & per Mile)						$232.28		
		9.6.1.1	Over 0 to 8 Miles			$20.95	$0.23		A	A
		9.6.1.2	Over 8 to 25 Miles			$21.00	$0.13		A	A
		9.6.1.3	Over 25 to 50 Miles			$21.11	$0.11		A	A
		9.6.1.4	Over 50 Miles			$21.19	$0.07		A	A
	9.6.2	DS1 UDIT (Recurring Fixed & per Mile)						$274.40		
		9.6.2.1	Over 0 to 8 Miles			$34.12	$3.25		A	A
		9.6.2.2	Over 8 to 25 Miles			$34.95	$3.28		A	A
		9.6.2.3	Over 25 to 50 Miles			$36.80	$1.86		A	A
		9.6.2.4	Over 50 Miles			$35.44	$0.79		A	A
	9.6.3	DS3 UDIT (Recurring Fixed & per Mile)						$274.40		
		9.6.3.1	Over 0 to 8 Miles			$219.24	$54.79		A	A
		9.6.3.2	Over 8 to 25 Miles			$222.65	$17.32		A	A
		9.6.3.3	Over 25 to 50 Miles			$204.76	$21.47		A	A
		9.6.3.4	Over 50 Miles			$216.42	$14.86		A	A
	9.6.4	Intentionally Left Blank								
	9.6.5	Intentionally Left Blank								
	9.6.6	Intentionally Left Blank								
	9.6.7	UDIT DS0 Channel Performance								
		9.6.7.1	DS0 UDIT Low Side Channelization			$12.56			A	
	9.6.8	Intentionally Left Blank								
	9.6.9	Intentionally Left Blank								
	9.6.10	Intentionally Left Blank								
	9.6.11	UDIT Rearrangement								
		9.6.11.1	DS0, Single Office					$166.26		
		9.6.11.2	DS0, Dual Office					$206.64		
		9.6.11.3	High Capacity, Single Office					$224.87		
		9.6.11.4	High Capacity, Dual Office					$250.93		
	9.6.12	Private Line / Special Access to UDIT Conversion (as is)						$118.99		
9.7	**Unbundled Dark Fiber (UDF)**									
	9.7.1	Initial Records Inquiry (IRI)								
		9.7.1.1	Simple					$237.96		
		9.7.1.2	Complex					$279.35		
	9.7.2	Field Verification and Quote Preparation (FVQP)						$952.24		
	9.7.3	Engineering Verification						$327.09		
	9.7.4	UDF - Single Strand								
		9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) - Single Strand							
			9.7.4.1.1	Order Charge, per First Strand / Route / Order (see rate in 9.7.5.1.1)				$420.87		

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
				9.7.4.1.2	Order Charge, Each Additional Strand / Route / Ordersee rate in			$210.29		
				9.7.4.1.3	Fiber Transport, per Strand / Mile	$52.90			A	
				9.7.4.1.4	Termination, Fixed, per Strand / Office	$3.90			A	
				9.7.4.1.5	Fiber Cross-Connect (minimum of 2 Cross-Connects apply), per	$2.17		$14.29	A	
		9.7.5	UDF - per Pair							
			9.7.5.1	UDF - Interoffice Facilities (UDF-IOF) - per Pair						
				9.7.5.1.1	Order Charge, per First Pair / Route / Order			$420.87		
				9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order			$210.29		
				9.7.5.1.3	Fiber Transport, per Pair / Mile	$68.77			A	
				9.7.5.1.4	Termination, Fixed, per Pair / Office / Termination	$7.80			A	
				9.7.5.1.5	Fiber Cross-Connect (minimum of 2 Cross-Connects apply), per Pair	$4.33		$14.29	A	
		9.7.6	Dark Fiber Splice					$625.39		
		9.7.7	UDF-MTE Subloop			ICB		ICB	3	
	9.8	**Intentionally Left Blank**								
	9.9	**Intentionally Left Blank**								
	9.10	**Intentionally Left Blank**								
	9.11	**Intentionally Left Blank**								
	9.12	**Intentionally Left Blank**								
	9.13	**Intentionally Left Blank**								
	9.14	**Intentionally Left Blank**								
	9.15	**Intentionally Left Blank**								
	9.16	**Intentionally Left Blank**								
	9.17	**Intentionally Left Blank**								
	9.18	**Intentionally Left Blank**								
	9.19	**Construction Charges**								
		9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled							
			9.19.1.1	Records Quote Preparation Fee				$363.47		
			9.19.1.2	Construction Quote Preparation Fee				$903.21		
		9.19.2	Construction of Network Capacity, Facilities or Space for Access to or use of UNEs			ICB		ICB	3	
	9.20	**Miscellaneous Charges**								
		9.20.1	Additional Engineering, per Half Hour or fraction thereof							
			9.20.1.1	Additional Engineering - Basic				$30.03		
			9.20.1.2	Additional Engineering - Overtime				$37.14		
		9.20.2	Additional Labor Installation, per Half Hour or fraction thereof							
			9.20.2.1	Additional Labor Installation - Overtime				$8.54		
			9.20.2.2	Additional Labor Installation - Premium				$17.08		
		9.20.3	Additional Labor Other, per Half Hour or fraction thereof							
			9.20.3.1	Additional Labor Other - (Optional Testing) Basic				$26.18		
			9.20.3.2	Additional Labor Other - (Optional Testing) Overtime				$34.96		
			9.20.3.3	Additional Labor Other - (Optional Testing) Premium				$43.76		
		9.20.4	Intentionally Left Blank							
		9.20.5	Intentionally Left Blank							
		9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof							
			9.20.6.1	Additional Cooperative Acceptance Testing - Basic				$27.81		
			9.20.6.2	Additional Cooperative Acceptance Testing - Overtime				$37.14		
			9.20.6.3	Additional Cooperative Acceptance Testing - Premium				$46.48		
		9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof							
			9.20.7.1	Nonscheduled Cooperative Testing - Basic				$27.81		
			9.20.7.2	Nonscheduled Cooperative Testing - Overtime				$37.14		
			9.20.7.3	Nonscheduled Cooperative Testing - Premium				$46.48		
		9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof							
			9.20.8.1	Nonscheduled Manual Testing - Basic				$27.81		
			9.20.8.2	Nonscheduled Manual Testing - Overtime				$37.14		
			9.20.8.3	Nonscheduled Manual Testing - Premium				$46.48		
		9.20.9	Intentionally Left Blank							
		9.20.10	Intentionally Left Blank							
		9.20.11	Additional Dispatch, per Order					$79.80		
		9.20.12	Intentionally Left Blank							
		9.20.13	Design Change, per Order					$69.90		
		9.20.14	Expedite Charge, per Day Advanced (see rates in Qwest s Tariff FCC No. 1 Section 5)					$200.00		
		9.20.15	Cancellation Charge					ICB		
		9.20.16	Maintenance of Service, per Half Hour or fraction thereof							
			9.20.16.1	Maintenance of Service - Basic				$26.18		
			9.20.16.2	Maintenance of Service - Overtime				$34.96		

							Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
			9.20.16.3	Maintenance of Service - Premium					$43.76		
		9.20.17	Intentionally Left Blank								
	9.21	**Channel Regeneration**									
		9.21.1	DS1				$0.00		$0.00	A 9	
		9.21.2	DS3				$0.00		$0.00	A 9	
	9.22	**Intentionally Left Blank**									
	9.23	**UNE Combinations**									
		9.23.1	Intentionally Left Blank								
		9.23.2	Enhanced Extended Loop (EEL)								
			9.23.2.1	EEL Loop, DS0 2-Wire							
				9.23.2.1.1	EEL 2-Wire Loop Installation						
					9.23.2.1.1.1	First			$207.99		
					9.23.2.1.1.2	Each Additional			$158.00		
				9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)						
					9.23.2.1.2.1	Zone 1	$12.14			15	
					9.23.2.1.2.2	Zone 2	$28.11			15	
					9.23.2.1.2.3	Zone 3	$62.50			15	
			9.23.2.2	EEL Loop, DS0 4-Wire							
				9.23.2.2.1	EEL 4-Wire Loop Installation						
					9.23.2.2.1.1	First			$207.99		
					9.23.2.2.1.2	Each Additional			$158.00		
				9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)						
					9.23.2.2.2.1	Zone 1	$23.83			15	
					9.23.2.2.2.2	Zone 2	$55.16			15	
					9.23.2.2.2.3	Zone 3	$122.63			15	
			9.23.2.3	EEL Loop, DS1							
				9.23.2.3.1	EEL DS1 Loop Installation						
					9.23.2.3.1.1	First			$265.13		
					9.23.2.3.1.2	Each Additional			$205.77		
				9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)						
					9.23.2.3.2.1	Zone 1	$74.88			15	
					9.23.2.3.2.2	Zone 2	$78.63			15	
					9.23.2.3.2.3	Zone 3	$83.57			15	
			9.23.2.4	EEL Loop, DS3							
				9.23.2.4.1	EEL DS3 Loop Installation						
					9.23.2.4.1.1	First			$284.78		
					9.23.2.4.1.2	Each Additional			$225.41		
				9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)						
					9.23.2.4.2.1	Zone 1	$791.17			15	
					9.23.2.4.2.2	Zone 2	$912.30			15	
					9.23.2.4.2.3	Zone 3	$1,017.23			15	
			9.23.2.5	Private Line / Special Access to EEL Conversion (as is)					$30.87		
			9.23.2.6	EEL Rearrangement							
				9.23.2.6.1	DS0				$136.86	A	
				9.23.2.6.2	High Capacity				$155.34	A	
			9.23.2.7	EEL Transport							
				9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)						
					9.23.2.7.1.1	Over 0 to 8 Miles	$20.95	$0.23		15	15
					9.23.2.7.1.2	Over 8 to 25 Miles	$21.00	$0.13		15	15
					9.23.2.7.1.3	Over 25 to 50 Miles	$21.11	$0.11		15	15
					9.23.2.7.1.4	Over 50 Miles	$21.19	$0.07		15	15
				9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)						
					9.23.2.7.2.1	Over 0 to 8 Miles	$34.12	$3.25		15	15
					9.23.2.7.2.2	Over 8 to 25 Miles	$34.95	$3.28		15	15
					9.23.2.7.2.3	Over 25 to 50 Miles	$36.80	$1.86		15	15
					9.23.2.7.2.4	Over 50 Miles	$35.44	$0.79		15	15
				9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)						
					9.23.2.7.3.1	Over 0 to 8 Miles	$219.24	$54.79		15	15
					9.23.2.7.3.2	Over 8 to 25 Miles	$222.65	$17.32		15	15
					9.23.2.7.3.3	Over 25 to 50 Miles	$204.76	$21.47		15	15
					9.23.2.7.3.4	Over 50 Miles	$216.42	$14.86		15	15
			9.23.2.8	EEL Multiplexing							
				9.23.2.8.1	DS1 to DS0		$233.80		$214.50	A	
				9.23.2.8.2	DS3 to DS1		$248.81		$214.50	A	
			9.23.2.9	EEL DS0 Channel Performance							
				9.23.2.9.1	DS0 Low Side Channelization		$12.56			A	
				9.23.2.9.2	DS1 / DS0 Low Side Channelization		$7.16			A	
	9.24	**Intentionally Left Blank**									
	9.25	**Loop Mux Combination (LMC)**									
		9.25.1	Loop Mux, 2-Wire Analog, DS0								
			9.25.1.1	LMC 2-Wire Loop Installation							
				9.25.1.1.1	First				$191.92		

								Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
				9.25.1.1.2	Each Additional					$131.89		
			9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)								
				9.25.1.2.1	Zone 1			$12.14			15	
				9.25.1.2.2	Zone 2			$28.11			15	
				9.25.1.2.3	Zone 3			$62.50			15	
		9.25.2	Loop Mux, 4-Wire Analog, DS0									
			9.25.2.1	LMC 4-Wire Loop Installation								
				9.25.2.1.1	First					$191.92		
				9.25.2.1.2	Each Additional					$131.89		
			9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)								
				9.25.2.2.1	Zone 1			$23.83			15	
				9.25.2.2.2	Zone 2			$55.16			15	
				9.25.2.2.3	Zone 3			$122.63			15	
		9.25.3	Loop Mux, DS1									
			9.25.3.1	LMC DS1 Loop Installation								
				9.25.3.1.1	First					$252.03		
				9.25.3.1.2	Each Additional					$192.68		
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)								
				9.25.3.2.1	Zone 1			$74.88			15	
				9.25.3.2.2	Zone 2			$78.63			15	
				9.25.3.2.3	Zone 3			$89.57			15	
		9.25.4	Private Line / Special Access to LMC Conversion (as is)							$30.87		
		9.25.5	DS0 Channel Performance									
			9.25.5.1	DS0 Low Side Channelization				$12.56			A	
			9.25.5.2	DS1 / DS0 Low Side Channelization				$7.16			A	
		9.25.6	LMC Rearrangement									
			9.25.6.1	DS0						$136.86		
			9.25.6.2	High Capacity						$155.34		
10.0	**Ancillary Services**											
	10.1	**Local Number Portability**										
		10.1.1	LNP Queries					See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20		
		10.1.2	LNP Managed Cuts									
			10.1.2.1	Standard Managed Cuts, per Person, per Half Hour						$27.38		
			10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour						$35.43		
			10.1.2.3	Premium Managed Cuts, per Person, per Half Hour						$43.49		
	10.2	**911 / E911**										
		10.2.1	911 / E911 - Calling					No Charge		No Charge		
	10.3	**White Pages Directory Listings, Facility Based Providers**										
		10.3.1	Primary Listing					No Charge		No Charge		
		10.3.2	Premium / Privacy Listings					General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount		
	10.4	**Directory Assistance, Facility Based Providers - Intentionally Left Blank**										
	10.5	**Directory Assistance List Information - Intentionally Left Blank**										
	10.6	**Toll and Assistance Operator Services, Facility Based Providers - Intentionally Left Blank**										
	10.7	**Access to Poles, Ducts, Conduits and Rights of Way (ROW) - Intentionally Left Blank**										
12.0	**Operational Support Systems**											
	12.1	**Development and Enhancements, per Order**								No charge at this time		
	12.2	**Ongoing Operations, per Order**								No charge at this time		
	12.3	**Daily Usage Record File, per Record**						$0.0008290			A	
	12.4	**Trouble Isolation Charge**								See 9.20		
17.0	**Bona Fide Request Process**											
	17.1	**Processing Fee**								$2,273.80		

			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
NOTES:							
	*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:					
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02					
	#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.					
	##	Second Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 8/5/02 Exhibit A. Rates voluntarily deaveraged to be consistent with the deaveraged loop rate. Deaveraging approach subject to review in the next phase of the cost docket. State wide average rate of $1.56 was ordered by the Commission in C-2516.					
	###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.					
	1	Rates not addressed in Cost Docket (estimated TELRIC)					
	2	Market Based Rates					
	3	Individual Case Basis- ICB					
	4	Rates based on FCC guidelines.					
	5	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.					
	6	Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.					
	7	The preliminary engineering and planning costs are included in the virtual, caged and cageless space construction charges. These engineering and planning charges are also included in the virtual, caged and cageless quote preparation fees. Upon completion of the collocation construction, these quote preparation fees will be credited to the final space construction charge for the collocation job.					
	8	Intentionally Left Blank					
	9	Effective 8/1/03, Qwest will not charge the Channel Regeneration charges of: DS1 RC $2.07, NRC $452.11 and DS3 RC $6.30, NRC $1709.67 approved in Docket C-2516. Contract amendments to remove the charges are not required. Qwest reserves the right to the contractual rate only after appropriate notice is given. Future regulatory rulings and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.					
	10	Eff. 11/04,Qwest (Q) will no longer perform Bridge Tap and/or Load Coil Removal to facilitate provisioning of its Retail DSL offering.To permit CLECs to provision xDSL Capable Loops,Q is now re-instituting the charge to continue Conditioning for the 2/4-Wire UBL,ADSL Compatible UBL,ISDN (BRI) Capable UBL, xDSL-I Capable UBL, Non-Commercial Line Sharing, Line Splitting,Non-Commercial SDL & Loop Splitting, eff. 3/14/05.Q can t bill the RC rate structure,but will bill the lower of the two rates.					
	11	Qwest has not implemented the NID recurring charge of $1.08 approved in Docket No. C-2516 but reserves the right to assess such a charge in the future.					
	12	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.					
	13	Intentionally Left Blank					
	14	Rate was ordered for a similar element and is being used because the cost for this element are the same.					
	15	Rate was prevoulsy ordered for this element in a different section of Exhibit A.					
	&	Pre payment of $50,000.00 has been made in lieu of any recurring and non-recurring charges for the Nebraska Area (which includes portions of Iowa)					

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Service Performance Indicator Definitions (PID)

14-State 271 PID Version 8.1

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 8.1

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

Qwest's Service Performance Indicator Definitions

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Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

Purpose:
Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.

Description:

GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.

- Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI.

- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-2 – Gateway Availability – IMA-EDI

Purpose:

Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. (See GA-1D for reporting of SIA system availability.)

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-3 – Gateway Availability – EB-TA

Purpose: Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
Description: Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.
Formula: ([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100	
Exclusions: None	
Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-4 – System Availability – EXACT

Purpose: Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
Description: Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.
Formula: ([Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100	
Exclusions: None	
Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-6 – Gateway Availability – GUI -- Repair

Purpose:

Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time" hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-7 – Timely Outage Resolution following Software Releases

Purpose:
Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.

Description:

- Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved [NOTE 1] within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.
- Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, & Tracking (EXACT)[NOTE 2], Electronic Bonding– Trouble Administration (EB -TA) [NOTE 3]
- An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest's ability to serve its customers or data loss [NOTE 4] on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.
- The outage resolution time interval considered in this measurement starts at the time Qwest's monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.

Reporting Period: Monthly	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage) ÷ (Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)] x 100

Exclusions:

- Outages in releases prior to any CLEC migrating to the release.
- Duplicate reports attributable to the same software defect.

Product Reporting: None	**Standards:** Volume = 1-20: 1 miss Volume > 20: 95%

Availability: Available	**Notes:** 1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. 2. EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 3. Outages reported under EB-TA are the same as outages in MEDIACC. 4. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose:
Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.

Description:
PO-1A & PO-1B:
Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.

PO-1C:

- Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response.

PO-1D:

- Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. NOTE 1

Reporting Period: One month	**Unit of Measure:** PO-1A, PO-1B, & PO-1D: Seconds PO-1C: Percent

PO-1 – Pre-Order/Order Response Times (continued)

Reporting Comparisons: CLEC aggregate.	**Disaggregation Reporting:** Region-wide level. Results are reported as follows: PO-1A Pre-Order/Order Response Time for IMA-GUI PO-1B Pre-Order/Order Response Time for IMA-EDI Results are reported separately for each of the following transaction types: NOTE 2 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools NOTE 3 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment NOTE 4 10. Meet Point Inquiry NOTE 5 For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported. For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number. PO-1C Results for PO-1C will be reported according to the gateway interface used: 1. Percent of Preorder Transactions that Timeout IMA-GUI 2. Percent of Preorder Transactions that Timeout IMA-EDI PO-1D Results for PO-1D will be reported according to the gateway interface used: 1. Rejected Response Times for IMA-GUI 2. Rejected Response Times for IMA-EDI

Formula:

PO-1A & PO-1B = Σ[(Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)

PO-1C = [(Number of IRTM Queries measured by PO-1A & 1B that Timeout before receiving response) ÷ (Number of IRTM Queries Transmitted in Reporting Period)] x 100

PO-1D = Σ[(Rejected Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Rejected Query Transactions Simulated by IRTM)

Exclusions:

PO-1A & PO-1B:
- Rejected requests/errors, and timed out transactions

PO-1C:
- Rejected requests and errors

PO-1D:
- Timed out transactions

PO-1 – Pre-Order/Order Response Times (continued)

Product Reporting: None	**Standards:** Total Response Time:	IMA-GUI	IMA-EDI
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds	<25 seconds
	3. Facility Availability	<25 seconds[6]	<25 seconds[6]
	4. Street Address Validation	<10 seconds	<10 seconds
	5. Customer Service Records	<12.5 seconds[6]	<12.5 seconds[6]
	6. Telephone Number	<10 seconds	<10 seconds
	7. Loop Qualification Tools NOTE 3	≤ 20 seconds[7]	≤ 20 seconds
	8. Resale of Qwest DSL Qualification	≤ 20 seconds[7]	≤ 20 seconds
	9. Connecting Facility Assignment	≤ 25 seconds	≤ 25 seconds
	10. Meet Point Inquiry	≤ 30 seconds	≤ 30 seconds
	PO-1C-1	0.5%	
	PO-1C-2	0.5%	
	PO-1D-1 & 2	Diagnostic	
Availability: Available	**Notes:** 1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes. 2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. 3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 4. Results based on Connecting Facility Assignment by Unit Query. 5. Results based on meet Point Query, POTS Splitter option for Shared loops. 6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines. 7. Benchmark applies to response time only. Request time and Total time will also be reported.		

PO-2 – Electronic Flow-through

Purpose:
Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.

Description:
PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.

- Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

PO-2B – Measures the percentage of all flow-through-eligible LSRs [NOTE 1] that flow from the specified electronic gateway interface to the SOP without any human intervention.

- Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: 1 LSRs received via IMA-GUI 2 LSRs received via IMA-EDI *CO also reports an aggregate of IMA-GUI and IMA-EDI results.

Formula:

PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100

PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100

Exclusions:

- Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.
- Non-electronic LSRs (e.g., via fax or courier).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

PO-2 – Electronic Flow-through (continued)

Product Reporting:	**Standards:**	
• Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability • UNE-P (POTS) and UNE-P (Centrex 21) • Line Sharing	**PO-2A**: **CO:** CO PO-2B benchmarks minus 10 percent NOTE 2 **All Other States:** Diagnostic **PO-2B**: NOTE 2	
	Resale:	95%
	Unbundled Loops:	85%
	LNP:	95%
	UNE-P (POTS & Centrex 21):	95%
	Line Sharing:	Diagnostic NOTE 3

Availability:	**Notes:**
Available (except as follows): Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report. Line Sharing – beginning with Jul 04 data on the Aug 04 report	1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process. 2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result). 3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.

PO-3 – LSR Rejection Notice Interval

Purpose:
Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.

Description:
Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.
- Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.
- With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period: One month

Unit of Measure:
PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins.
PO-3A-2 & PO-3B-2 – Mins: Secs.

Reporting Comparisons:
CLEC aggregate and individual CLEC results

Disaggregation Reporting:
Results for this indicator are reported according to the gateway interface used to submit the LSR:

- PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide
- PO-3A –2, LSRs received via IMA-GUI and auto-rejected: Region wide
- PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide
- PO-3B –2, LSRs received via IMA-EDI and auto-rejected: Region wide
- PO-3C, LSRs received via facsimile: Statewide

Formula:
Σ [(Date and time of Rejection Notice transmittal) – (Date and time of LSR receipt)] $\div$ (Total number of LSR Rejection Notifications)

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).

Standards:

- PO-3A-1 and -3B-1: $\leq$ 12 business hours
- PO-3A -2 and -3B -2: $\leq$ 18 seconds
- PO-3C: $\leq$ 24 work week clock hours

Availability:
Available

Notes:

PO-4 – LSRs Rejected

Purpose: Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.	
Description: Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. • Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period. • Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.	
Reporting Period: One month	**Unit of Measure:** Percent of LSRs
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Results for this indicator are reported according to the gateway interface used to submit the LSR: PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide PO-4C LSRs received via facsimile – Statewide
Formula: [(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100	
Exclusions: • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. • Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) • Invalid start/stop dates/times.	
Product Reporting: Not applicable (reported by ordering interface).	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs 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/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) 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.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. NOTE 2
- "Electronic/manual" LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.
- "Manual" LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in business days.
- 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 Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows: • PO-5A:* FOCs provided for fully electronic LSRs received via: – PO-5A-1 IMA-GUI – PO-5A-2 IMA-EDI • PO-5B:* FOCs provided for electronic/manual LSRs received via: – PO-5B-1 IMA-GUI – PO-5B-2 IMA-EDI • PO-5C:* FOCs provided for manual LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. * Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows: – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

Formula:

PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs 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

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs/ASRs 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. (Except for PO-5A which only excludes hours outside the scheduled up time).
- 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 PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:	**Standards:**	
	• For PO-5A (all):	95% within 20 minutes NOTE 2
• For PO-5A, -5B and -5C: (a) Resale services UNE-P (POTS) and UNE-P Centrex (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP • For PO-5D: LIS Trunks.	• For PO-5B (all):	90% within standard FOC intervals (specified below)
	• For PO-5C (manual):	90% within standard FOC intervals specified below PLUS 24 hours NOTE 3
	• For PO-5D (LIS Trunks):	85% within eight business days

Standard FOC Intervals for PO-5B and PO-5C

Product Group NOTE 1		**FOC Interval**
Resale Residence and Business POTS ISDN-Basic – Conversion As Is – Adding/Changing features – Add primary directory listing to established loop – Add call appearance Centrex Non-Design with no Common Block Configuration Centrex line feature changes/adds/removals (all)	1-39 lines 1-10 lines 1-19 lines	**24 hours**
LNP	1-24 lines	
Unbundled Loops 2/4 Wire analog DS3 Capable	1-24 loops	
Sub-loop [included in Product Reporting group (b)]	1-24 sub-loops	
Line Sharing/Line Splitting/Loop Splitting [included in Product Reporting group (b)]	1-24 shared loops	
Unbundled Network Element–Platform (UNE-P POTS)	1 – 39 lines	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	**48 hours**
	LNP 25-49 lines	
	Enhanced Extended Loops (EELs) [included in Product Reporting group (b)] **DS1** 1-24 circuits	
	Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	**72 hours**
	UNE-P Centrex 1-10 lines **UNE-P Centrex 21** 1-10 lines	
	Unbundled Loops with Facility Check(NOTE 2, 3) 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	Resale ISDN-PRI (Trunks) 1-12 trunks	**96 hours**
	For PO-5D: LIS Trunks 1-240 trunk circuits	**8 business days**

Availability: Available	**Notes:** 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

PO-6 – Work Completion Notification Timeliness

Purpose:
To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.

Description:
PO-6A & 6B:

- Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.
- The end time is when the electronic order completion notice is made available (IMA-GUI) [NOTE 1] or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.
- With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period:	**Unit of Measure:**
One month	PO-6A - 6B: Hrs:Mins

Reporting Comparisons: CLEC aggregate and individual CLEC results.	**Disaggregation Reporting:** Statewide level. • PO-6A Notices transmitted via IMA-GUI • PO-6B Notices transmitted via IMA-EDI

Formula:
<u>For completion notifications generated from LSRs received via IMA-GUI:</u>
PO–6A = Σ((Date and Time Completion Notification made available to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor)) ÷ (Number of completion notifications made available in reporting period)

<u>For completion notifications generated from LSRs received via IMA-EDI:</u>
PO–6B = Σ((Date and Time Completion Notification transmitted to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.)) ÷ (Number of completion notifications transmitted in reporting period)

Exclusions:
PO – 6A & 6B:

- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	6 hours

Availability:	**Notes:**
Available	1. The time a notice is "made available" via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function.

PO-7 – Billing Completion Notification Timeliness

Purpose:
To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five business days.

Description:
PO-7A & 7B:

- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
  - The time a notice is "made available" via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
  - The time a notice is "transmitted" via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.
- Intervals counted in the numerator of these measurements are those that are five business days or less.

PO-7C:

- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

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

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.	• PO-7A Notices made available via IMA-GUI • PO-7B Notices transmitted via IMA-EDI • PO-7C Billing system posting completions for Qwest Retail

Formula:
For wholesale service orders Qwest generates for LSRs received via IMA:

PO-7A = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)

PO-7B = (Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices transmitted during the reporting period)

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)

PO-7 – Billing Completion Notification Timeliness (continued)

<table>
<tr><td colspan="3">Exclusions:
PO-7A, 7B & 7C
• Services that are not billed through CRIS, e.g. Resale Frame Relay.
• Records with invalid completion dates.
PO-7A & 7B
• LSRs submitted manually.
• ASRs submitted via EXACT.</td></tr>
<tr><td colspan="2">Product Reporting:
Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</td><td>Standard:
PO-7A and -7B: Parity with PO-7C</td></tr>
<tr><td>Availability:
Available</td><td colspan="2">Notes:</td></tr>
</table>

PO-8 – Jeopardy Notice Interval

Purpose: Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).	
Description: Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. • Includes all orders completed in the reporting period that received jeopardy notifications.	
Reporting Period: One month	**Unit of Measure:** Average Business days NOTE 1
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
Formula: [Σ(Date of the original due date of orders completed in the reporting period that received jeopardy notification – Date of the first jeopardy notification) ÷ Total orders completed in the reporting period that received jeopardy notification]	
Exclusions: • Jeopardies done after the original due date is past. • 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 PID.	
Product Reporting: A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS)	**Standards**: A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) services D Parity with Retail POTS
Availability: Available	**Notes:** 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose:
When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.

Description:
Measures the percentage of late orders for which advance jeopardy notification is provided.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity.
- Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[(Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period)] x 100

Exclusions:

- Orders missed for customer reasons.
- Records with invalid product codes.
- 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 PID.

Product Reporting:	**Standards:**
A Non-Designed Services	A Parity with Retail POTS
B Unbundled Loops (with or without Number Portability)	B Parity with Retail POTS
C LIS Trunks	C Parity with Feature Group D (FGD) Services
D UNE-P (POTS)	D Parity with Retail POTS
Availability: Available	**Notes:**

PO-15 – Number of Due Date Changes per Order

Purpose: To evaluate the extent to which Qwest changes due dates on orders.	
Description: Measures the average number of Qwest due date changes per order. • Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing inward activity. • Counts all due date changes made for Qwest reasons following assignment of the original due date.	
Reporting Period: One month	**Unit of Measure:** Average Number of Due Date Changes
Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest retail results.	**Disaggregation Reporting:** Statewide level.
Formula: Σ(Count of Qwest due date changes on all orders) ÷ (Total orders in reporting period)	
Exclusions: • Customer requested due date changes. • Records involving official company services. • Records with invalid due dates or application dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting: None	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-16– Timely Release Notifications

Purpose:
Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at http://www.qwest.com/wholesale/cmp/whatiscmp.html.

Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. NOTE 1
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for IMA-GUI interfaces only);
    - Final Release Notices (for IMA-GUI interfaces only); and
    - OSS Interface Retirement Notices. NOTE 2
    - For the following OSS interfaces:
      - IMA-GUI, IMA-EDI;
      - CEMR;
      - Exchange Access, Control, & Tracking (EXACT); NOTE 3
      - Electronic Bonding - Trouble Administration (EB -TA); NOTE 4
      - IABS and CRIS Summary Bill Outputs; NOTE 5
      - Loss and Completion Records; NOTE 5
      - New OSS interfaces (for introduction notices only.) NOTE 6
    - Also included are notifications for connectivity or system function changes to Resale Product Database.
    - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
    - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
    - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. NOTE 7
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP) ÷ Total number of required release notifications for specified OSS interface changes within reporting period)]x100

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

PO-16 Timely Release Notifications (continued)

Product Reporting: None	**Standards:** Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications

Availability: Available	**Notes:** 1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. The documents described in section “9.0 – Retirement of Existing OSS Interfaces” of the "Qwest Wholesale Change Management Process Document” as “Initial Retirement Notice” and “Final Retirement Notice.” 3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 6. The documents described in section “7.0 – Introduction of New OSS Interface” of the “Qwest Wholesale Change Management Process Document” as “Initial Release Announcement and Preliminary Implementation Plan” (new App to App only), “Initial Interface Technical Specification” (new App to App only), “Final Interface Technical Specifications (new App to App only), “Release Notification” (new GUI only). CMP notices for “Introduction of a New OSS” are to be included in this measurement even though the new system is not explicitly listed in the “Description” section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. The intervals used to determine timeliness are based on CMP guidelines.

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:
Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

Description:

PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda. NOTE 1
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."
  - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15th, or the nearest working day to the 15th of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
  - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release's EDI disclosure document and developer worksheets related to the IMA release being tested.
  - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
  - Test transactions consist of a defined suite of Product/Activity combinations. Qwest's three regions will be represented. NOTE 2
  - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. NOTE 3

Reporting Period:	**Unit of Measure:** Percent
PO-19A -- One month PO-19B: -- One month (for those months in	

which release-related test transactions are completed)	
Reporting Comparisons: None	**Disaggregation Reporting:** PO-19A – Reported separately for each release tested in the reporting period PO-19B -- None

Formula:

PO-19A

[(Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period) ÷ (Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period)] x 100

PO-19B

[(Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period) ÷ (Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period)] x 100

Exclusions:

For PO-19B:

- Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA).
- Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.

Product Reporting: None	**Standard:** PO-19A – 95% for each release tested PO-19B – 95%
Availability: Available	**Notes:** 1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest's most current IMA EDI Data and Disclosure Documents. 2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes > 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes > 100).

	3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.

PO-20 (Expanded) – Manual Service Order Accuracy

Purpose:
Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

Description:
Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives [NOTE 1] electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and individual CLEC	**Disaggregation Reporting:** Statewide Level

Formula:
[(Number of accurate, evaluated Service Orders) ÷ (Number of evaluated Service Orders completed in the reporting period)] x 100

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Exclusions:

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:

- Resale and UNE-P (POTS and Centrex 21)
- Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)

Standard:
Benchmarks, as follows:

Phase 1	97%
Phase 2	96%
Phase 3 & beyond	95%

Availability:

- Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now)
- Phase 1[NOTE 2] – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04.
- Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04
- Phase 3– Additional fields added. Targeted for 1st Quarter 05
- Phase 4 – Additional fields added. (Date TBD).

Notes:

1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI.
2. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region.

LSR-Service Order Fields Evaluated

Phase 1 – (Effective with LSRs received beginning May 2004)

Mechanized comparison of the fields from the Service Order to the LSR:

Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
Resale or Centrex	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
Resale or Centrex	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. Note: Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID www.qwest.com/wholesale/results). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
LS	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T. ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.
LS/ LSNP	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTY	Listing Type	LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. **Central/Western Region:** Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. **Eastern Region:** Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. **Central/Western Regions:** Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. **Eastern Region:** Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.
	TOA	Type of Account	Validate TOA entries (only reviewed when BRO field on DL form is not populated): • TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order. • TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order. **Exception:** When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	**Arizona Only** NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	TMKT	Telemarketing	**Colorado Only** TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.

Phase 2 – No later than Sep 04 results			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
LSR	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
Centrex	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Phase 2 – No later than Sep 04 results			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
Resale or Centrex	FEATURE DETAILS	Feature Details	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above.
Phase 3 – Targeted for 1st Quarter 05			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
Resale or Centrex	BLOCK (Stage 1)	Blocking Type	For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E: Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows: If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Phase 4 – Date TBD			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
LSR	DFDT	Desired Frame Due Time	Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTN	Listed Telephone Number	For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order. For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.
Resale or Centrex	FEATURE DETAILS	Feature Details	If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation.
	BLOCK (Stage 2)	Blocking Type	If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed]

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

Purpose: Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
Description: Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. • Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail results	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU Voice Response Unit is not counted.	
Product Reporting: Not applicable	**Standard:** Parity
Availability: Available	**Notes:**

OP-3 – 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. 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 Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-3D In Interval Zone 1 areas; and OP-3E In 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 PID.

OP – 3 Installation Commitments Met (continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	**CO:** 90%
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	90%
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks

OP – 3 Installation Commitments Met (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	**WA:** 90% **All Other States:** Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	90%
• Enhanced Extended Loops (EELs) – (DS3 level)	**WA:** 90% **All Other States:** Diagnostic
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-4 – Installation Interval

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

Description:
Measures the average interval (in business days) NOTE 1 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 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. NOTE 2
- Time intervals associated with customer-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 customer-initiated due date, if any. NOTE 2

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In Interval Zone 1 areas; and OP-4E In 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 customer-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) NOTE 1 by total number of service orders completed in the reporting period.

Exclusions:

- Orders with customer 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 PID.

OP-4 – Installation Interval (continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	**CO:** 6 days
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	**Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:** Parity with retail DS1 Private Line **Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:** 5.5 days
xDSL-I capable Loop	6 days
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)

OP-4 – Installation Interval (continued)

Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	6 days
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

Availability: Available	**Notes:** 1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-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 customer-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 customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-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 customer-initiated impacts on intervals are not counted in the reported interval. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-5 – New Service Quality

Purpose:
Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:
Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity.[NOTE 1]
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports[NOTE 2] within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems[NOTE 3] that are closed in the reporting period or the following month,[NOTE 4] subject to exclusions shown below.[NOTE 5]
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month[NOTE 4] are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.[NOTE 5, 6]

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation

OP- 5 – New Service Quality (continued)

completion.

- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. NOTE 7

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formulas:

OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5T = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100

Exclusions:

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows:
  - For products measured from MTAS data, repair trouble reports coded to disposition codes for:
    - Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.
  - For products measured from WFA (Workforce Administration) data, repair reports coded to codes for:
    - Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.
  - Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-Qwest causes.
- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).
- Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.
- Service orders closed in the reporting period with App Dates earlier than eight months prior to the

OP- 5 – New Service Quality (continued)

<table>
<tr><td colspan="2">beginning of the reporting period.
• Information tickets generated for internal Qwest system/network monitoring purposes.
• Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
• Records involving official Qwest company services.
Records missing data essential to the calculation of the measurement as defined herein.</td></tr>
<tr><td>Product Reporting Categories:
• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.</td><td>Standards:
OP-5A: Parity with retail service
OP-5B: Diagnostic for six months following first reporting. After six months Benchmark (TBD)
OP-5T: Diagnostic
OP-5R: Diagnostic for six months following first reporting. Possible standard (TBD)
(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)</td></tr>
</table>

OP- 5 – New Service Quality (continued)

Product Reporting:	Standards:		
Reported under OP-5A, OP-5B, OP-5T and OP-5R: (Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.)			
	OP-5A	**OP-5B**	**OP-5T & OP-5R**
Resale			
Residential single line service	Parity with retail service	96.5%	Diagnostic
Business single line service	Parity with retail service	96.5%	Diagnostic
Centrex	Parity with retail service	96.5%	Diagnostic
Centrex 21	Parity with retail service	96.5%	Diagnostic
PBX Trunks	Parity with retail service	96.5%	Diagnostic
Basic ISDN	Parity with retail service	96.5%	Diagnostic
Qwest DSL	Parity with retail service	96.5%	Diagnostic
Primary ISDN	Parity with retail service	96.5%	Diagnostic
DS0	Parity with retail service	96.5%	Diagnostic
DS1	Parity with retail service	96.5%	Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	96.5%	Diagnostic
Frame Relay	Parity with retail service	Diagnostic	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex	96.5%	Diagnostic
Line Splitting	Parity with retail Qwest DSL	96.5%	Diagnostic
Loop Splitting NOTE 8	Diagnostic	Diagnostic	Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	96.5%	Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic	Diagnostic
Unbundled Loops:			
Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%	Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI	96.5%	Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	96.5%	Diagnostic
DS1-capable Loop	Parity with retail DS1	96.5%	Diagnostic
xDSL-I capable Loop	Parity with retail Qwest DSL	96.5%	Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI	96.5%	Diagnostic
ADSL-qualified Loop	Parity with retail Qwest DSL with dispatch	96.5%	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	96.5%	Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic	Diagnostic

OP- 5 – New Service Quality (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic

Reported under OP-5A and under OP-5R (per OP-5A specifications):

	OP-5A	OP-5R
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic
Unbundled Dedicated Interoffice Transport (UDIT)		
UDIT (DS1 Level)	Parity with Retail Private Lines (DS1)	Diagnostic
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic
Dark Fiber - IOF	Diagnostic	Diagnostic
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic

Availability:

Available

Notes:

1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.
2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.
3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).
4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.
5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures.
6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.
7. OP-5R will be counted on a per ticket basis.
8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-6 – Delayed Days

Purpose:
Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:
OP-6A – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders representing inward activity.
- 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. [NOTE 2]
- Time intervals associated with customer-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 customer-initiated due date, if any. [NOTE 2]

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving: 1. Dispatches within MSAs; 2. Dispatches outside MSAs; and 3. No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: 4. In Interval Zone 1 areas; and 5. In Interval Zone 2 areas.

Formula:

OP-6A = ∑[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = ∑[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ÷ (Total Number of Late Orders for facility reasons completed in the reporting period)

OP- 6 – Delayed Days (continued)

Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- 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 PID.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	Parity with retail Qwest DSL
• Sub-Loop Unbundling	Diagnostic
Zone-type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest DSL, with dispatch
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL, with dispatch

OP- 6 – Delayed Days (continued)

Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

Availability: Available	**Notes:** 1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-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 customer-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 customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-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 customer-initiated impacts on intervals are not counted in the reported interval. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

Purpose: Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.	
Description: Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of Qwest's applicable tests for the loop. • Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below. • "Hot cut" refers to moving the service of existing customers from Qwest's switch/frames to the CLEC's equipment, via unbundled loops, that will serve the customers. • "Lift" time is defined as when Qwest disconnects the existing loop. • "Completion time" is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.	
Reporting Period: One month	**Unit of Measure:** Hours and Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.
Formula: ∑[Completion time – Lift time] ÷ (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)	
Exclusions: • Time intervals associated with CLEC-caused delays. • Records missing data essential to the calculation of the measurement per the PID. • Invalid start/stop dates/times or invalid scheduled date/times.	
Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All other Loop Types	**Standard:** **CO:** 1 hour **All Other States:** Diagnostic in light of OP-13 (Coordinated Cuts On Time)
Availability: Available	**Notes:**

OP-8 – Number Portability Timeliness

Purpose:
Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.

- For purposes of these measurements (OP-8B and -8C), "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by Qwest.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

Reporting Period: One month	**Unit of Measure:** Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE.
  - Records where triggers cannot be set due to switch capabilities.
  - Records with invalid due dates, application dates, or start dates.
  - Records with invalid completion dates.
  - Records missing data essential to the calculation of the measurement per the PID.
  - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Product Reporting: None	**Standard:** 95%
Availability: Available	**Notes:**

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

1 to 16 lines:	1 Hour
17 to 24 lines:	2 Hours
25+ lines:	Project*

  - All other unbundled loops:

1 to 5 lines:	1 Hour
6 to 8 lines:	2 Hours
9 to 11 lines:	3 Hours
12 to 24 lines:	4 Hours
25+ lines:	Project*

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

Formula: OP-13A = [(Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100 OP-13B = [(Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100	
Exclusions: Applicable to OP-13A: • Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines. OP-13A & OP-13B: • Records with invalid completion dates. • Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss". • Invalid start/stop dates/times or invalid scheduled date/times. • Projects involving 25 or more lines.	
Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All Other Loops	**Standards:** **OP-13A**: **AZ:** 90 Percent or more **All Other States:** 95 Percent or more **OP-13B**: Diagnostic
Availability: Available	**Notes:**

OP-15 – Interval for Pending Orders Delayed Past Due Date

Purpose:
Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

Description:
OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity.
- 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. NOTE 1
- Time intervals associated with customer-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 customer-initiated due date, if any. NOTE 1

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.

Reporting Period: One month	**Unit of Measure:** OP-15A **–** Average Business Days NOTE 2 OP-15B – Number of orders pending facilities
Reporting Comparisons: CLEC aggregate, individual CLEC, Qwest retail	**Disaggregation Reporting:** Statewide

Formula:

OP-15A = ∑[(Last Day of Reporting Period) – (Applicable Due Date of Late Pending Order) - (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period)

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons

Exclusions:

- 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 product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	**Standards:** OP-15B = diagnostic only For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service
Qwest DSL	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Line Splitting	Diagnostic (Expectation: Parity with retail Qwest DSL)
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Qwest DSL)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line- Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI)
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN-BRI)
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch)
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Loops (EELs)	Diagnostic

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Availability:	**Notes:**
Available	1. According to this definition, the Applicable Due Date can change, per successive customer-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 customer-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 customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-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 customer-initiated impacts on intervals are not counted in the reported interval. 2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:
Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:

OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
  - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a “miss” under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide

Formula:
[(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred) ÷ Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

Exclusions:

OP-17A only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

OP-17A & B

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-17B only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

Product Reporting: LNP	**Standards:** OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.
Availability: Available	**Notes:**

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

Purpose: Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
Description: Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. • Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail levels.	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.	
Product Reporting: None	**Standard**: Parity
Availability: Available	**Notes:**

MR-3 – 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 that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-3D In Interval Zone 1 areas; and MR-3E In 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; 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 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 PID.

MR-3 – Out of Service Cleared within 24 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-4 – All Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

Description:
Measures the percentage of trouble reports, for specified services, that are cleared within 48 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, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas

Formula:
[(Total Trouble Reports closed in the reporting period that are cleared within 48 hours) ÷ (Total 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; 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 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 PID.

MR-4 – All Troubles Cleared within 48 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	Parity with RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-5 – All Troubles Cleared within 4 hours

Purpose: Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).	
Description: Measures the percentage of trouble reports for specified services that are cleared within 4 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, subject to exclusions specified below. • Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.	
Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.
Formula: [(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100	
Exclusions: • Trouble reports coded as follows: – For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for 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. • 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 PID.	

MR-5 – All Troubles Cleared within 4 hours (continued)

Product Reporting:	**Standards:**
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Available	**Notes:** .

MR-6 – Mean Time to Restore

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

Description:
Measures the time actually 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 that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas.

Formula:
∑[(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; 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 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 PID.

MR-6 – Mean Time to Restore (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-6 – Mean Time to Restore (Continued)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.

Formula:
[(Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed) ÷ (Total number of 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; 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 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.
- 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.

MR-7 – Repair Repeat Report Rate (Continued)

• Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with Qwest Retail DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**AZ & CO:** Parity with Qwest Retail DSL
	All Other States: Diagnostic Comparison with Qwest Retail DSL
• Sub-Loop Unbundling	**CO:** Parity with Retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks

MR-7 – Repair Repeat Report Rate (Continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Targeted availability with July 2004 results reported in September 2004	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-8 – 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 Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting**: Statewide 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, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – For products measured from WFA data trouble reports coded to trouble codes for 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. • 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 PID.	

MR-8 – Trouble Rate (continued)

Product Reporting:	**Standards:**
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Qwest DSL	Parity with Qwest DSL service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-8 – Trouble Rate (continued)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-9 – Repair Appointments Met

Purpose:
Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.

Description:
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

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

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.

Formula:
[(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
- 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 by using the rescheduled appointment time to determine if the repair appointment is met.
- 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 PID.

Product Reporting:	**Standard:** Parity
Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	
Availability: Available	**Notes:**

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:
Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:
Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.
Includes trouble reports closed during the reporting period coded as follows:

- For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- 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 PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

Product Reporting:	**Standards:**
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
xDSL-I capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
Availability: Available	**Notes:**

MR-11 – LNP Trouble Reports Cleared within 24 Hours

Purpose:
Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.

- The "currently-scheduled due date/time" is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date
- Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level (all are "non-dispatched").

Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

<table>
<tr><td colspan="2">Exclusions:
• Trouble reports attributed to customer or non-Qwest reasons
• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
• Subsequent trouble reports of LNP trouble before the original trouble report is closed.
• For MR-11B only: Trouble reports involving a “no access” delay.
• Information tickets generated for internal Qwest system/network monitoring purposes.
• 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 PID.</td></tr>
<tr><td>Product Reporting: LNP</td><td>Standards:
<u>MR-11A</u>:
• If OP-17 result meets its standard, the MR-11A standard is Diagnostic.
• If OP-17 result does not meet its standard, the MR-11A standard is as follows:
– For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours
– For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business

<u>MR-11B</u>:
• For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours
• For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business

* Based on MR-11A denominator.

** Based on MR-11B denominator.</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

Billing

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, [NOTE 1] subject to exclusions specified below.
- BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = ∑(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:

- Instances where the CLEC requests other than daily usage transmission or availability.
- Duplicate records.

Product Reporting: • UNEs and Resale • Jointly-provided Switched Access	**Standards:** BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A
Availability: Available	**Notes:** 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. • Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design)	**Disaggregation Reporting:** State level
Formula: [(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100	
Exclusions: • Bills transmitted via paper, magnetic tape, CD-ROM, diskette. • Records with missing data essential to the calculation of the measurement per the PID.	
Product Reporting: • UNEs and Resale	**Standard:** Parity by design.
Availability: Available	**Notes:**

BI-3 – Billing Accuracy – Adjustments for Errors

Purpose: Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. • Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. • "Amounts adjusted off bills due to errors" is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.
Formula: [∑(Total Billed Revenue Billed in Reporting Period - Amounts Adjusted Off Bills Due to Errors) ÷ (Total Billed Revenue billed in Reporting Period)] x 100	
Exclusions: • BI-3A - UNEs and Resale – None • BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use	
Product Reporting: • BI-3A - UNEs and Resale • BI-3B - Reciprocal Compensation Minutes of Use (MOU)	**Standards:** • BI-3A – UNEs and Resale: Parity with Qwest retail bills. • BI-3B – Reciprocal Compensation (MOU) – 95%
Availability: Available	**Notes:**

BI-4 – Billing Completeness

Purpose:

- UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.
- Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest's network on the bills.

Description:

BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*

BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*

* Correct bill = next available bill

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:

BI-4A – UNEs and Resale = [∑(Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill ÷ total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill)] x 100

BI-4B – Reciprocal Compensation MOU = [∑(Revenue for Local Minutes of Use billed on the correct* bill ÷ Total revenue for Local Minutes of Use collected during the month)] x 100

Exclusions: None

Product Reporting: • UNEs and Resale • Reciprocal Compensation (MOU)	**Standards:** **BI-4A** - UNEs and Resale: Parity with Qwest Retail bills. **BI-4B** - Reciprocal Compensation (MOU): 95%
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose: Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.	
Description: • Measures the average time required to update the databases of E911, LIDB, and Directory Builder. • Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. • For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "individual E911 database update records" provided with which to measure the database update process. • The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.	
Reporting Period: One month	**Unit of Measure:** E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
Reporting Comparisons: DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. NOTE 1	**Disaggregation Reporting:** DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state
Formula: Σ[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period)] ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period	
Exclusion: • Invalid start/stop dates/times.	

DB-1 – Time to Update Databases (continued)

Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
Availability: Available	**Notes:** 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

DB-2 – Accurate Database Updates

Purpose: Evaluates the accuracy of database updates completed without errors in the reporting period.	
Description: • Measures the percentage of database updates completed without errors in the reporting period. • Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	**Disaggregation Reporting:** DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
Formula: [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100	
Exclusions: Invalid start/stop dates/times.	
Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-2C-1 – Listings: Parity by design NOTE 1
Availability: Available	**Notes:** 1. Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose: Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.	
Description: Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls. • Includes all calls to Qwest directory assistance during the reporting period. • Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Results for Qwest and all CLECs are combined.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Operator Services

OS-1 – Speed of Answer – Operator Services

Purpose: Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.	
Description: Measures the time following first ring until a call is answered by the Qwest agent. • Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Network Performance

NI-1 – Trunk Blocking

Purpose:
Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

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

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.

Formula:
{[∑(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

Exclusions:
For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    b) Trouble Reports; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - The CLEC placing trunks in a "busy" condition;
  - Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner [NOTE 4]); or
  - Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.

NI-1 – Trunk Blocking (Continued)

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
LIS Trunks	Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic NOTE 5

Availability:	**Notes:**
Available	1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking. 2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group. 3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later. a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement. b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon. c) CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement. 4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed. a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time. b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied. c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting. 5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

Purpose:
Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.

Description:
NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.
NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" [NOTE 1] associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.

- Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.
- The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.
- NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.	**Disaggregation Reporting:** Statewide.

Formula:
NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100

NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100

Exclusions:
NP-1A:

- NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. [NOTE 2]

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).
- NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.

NP-1 – NXX Code Activation (continued)

Product Reporting: None	**Standards:** NP-1A: Parity NP-1B: Diagnostic
Availability: Available	**Notes:** 1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits. 2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.

Collocation

CP-1 – Collocation Completion Interval

Purpose:
Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:
Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready for Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready For Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready –** for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for

collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled

- RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
- Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.

CP-1A Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

CP-1B Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

CP-1C Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)

Σ[(Collocation Completion Date) – (Complete Application Date)] ÷ (Total Number of Collocations Completed in Reporting Period)

CP-1 – Collocation Completion Interval (continued)

<table>
<tr><td colspan="3">Exclusions:
• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.
• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.

• Cancelled or expired applications.</td></tr>
<tr><td colspan="2">Product Reporting: None</td><td>Standards:
CP-1A: 90 calendar days
CP-1B: 120 calendar days
CP-1C: 150 calendar days</td></tr>
<tr><td>Availability:
Available</td><td colspan="2">Notes:
1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</td></tr>
</table>

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:
Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:
Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service Date RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready –** for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for

virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula: (for CP-2A, CP-2B and CP-2C)
[(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100

Exclusions:
- RFS dates missed for reasons beyond Qwest's control.
- Cancelled or expired requests.

Product Reporting: None	**Standards:** CP-2A & -2B: 90% CP-2C: 90%

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability:	**Notes:**
Available	1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-3 – Collocation Feasibility Study Interval

Purpose:
Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures average interval to respond to collocation studies for feasibility of installation.

- Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)

Exclusions:

- CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.

Product Reporting: None	**Standard:** 10 calendar days or less

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.
- Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Product Reporting: None	**Standard:** 90 percent or more

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  (2) Retail orders received after 3:00 PM local time for Designed Services.
  (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.
Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order – An order which has been completed after the scheduled due date and/or time.
Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch – A switch from which an end users' exchange services are directly connected and offered.
Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.
Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.
Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.
Installation – The activity performed to activate a service.
Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers
Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.
Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.
Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.
Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).
Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of "closed."

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum

ACRONYM	DESCRIPTION
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

APPENDIX A

PO-20 Feature Detail Fields

Feature Detail

Resale and UNE-P (POTS and Centrex 21):

CFN
Validate the call forwarding TN

CFNB
Validate the call forwarding TN

CFND
Validate the call forwarding TN

RCYC
FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)
FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)
FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB
If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

TN on Custom Ring USOC (RGG1A etc.)
We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (If provided on LSR for SEA)
Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)
Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)
Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)
Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)
Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

SIT (if provided on LSR for WFA)
Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)
Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)
800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)
800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)
Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)
IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)
Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)
Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)
Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)
Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

CPG (If provided on LSR for E3PPK)
Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)
Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)
Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)
Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)
Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)
Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

EXHIBIT C

See Qwest's Wholesale web-site for the Service Interval Guide.

Exhibit D

Date General Information Provided by Qwest:_____
General Agreement :_____
BAN Number(must be assigned before processing):_____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1 **PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".

2 **PROCESS**. The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wholesale.servicessupportteam@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wholesale.servicessupportteam@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only

in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, the CLEC shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wholesale.servicessupportteam@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as

defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of- Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1.B submitted by CLEC within 35 days of receiving the Attachment 1.B. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and CLEC.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wholesale.servicessupportteam@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. DISPUTE RESOLUTION

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

Exhibit D

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____

BAN Number (one for each route must be assigned before processing):_____

Date Submitted:_____ Date Replied to CLEC: _____

CLEC Name_____Contact name:_____
Billing Address: _____
Phone Number:_____ e-mail address:_____
State and city of inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)	Costs	Est. Miles	Total
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	$_____
2. Innerduct Inquiry Fee	(see attached pricing chart) X_____	=	$_____
3. ROW Records Inquiry	(see attached pricing chart) X_____	=	$_____

4. Estimated Interval for Completion of Items 1, 2 or 3: ___10_____ Days
5. Additional requirements of CLEC: _____

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:
Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387.
A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

Exhibit D

Qwest Service Representative at: wholesale.servicessupportteam@qwest.com. **Put "Agree" on signature line.**

ATTACHMENT 1.B

General Agreement _____
BAN Number:_____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: Date Replied to CLEC: _____

NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	$_____
2. Innerduct Field Verification Fee	_____	_____	$_____
3. Preparation of private ROW agreements	_____		$
4. Access Agreement Prep. and Consideration	$10/ Access Agreement	_____	$_____

5. Estimated Interval to Complete Items 1 or 2 or 3 and/or 4: _____ Working Days

Comments: _____
_____
_____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

Exhibit D

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

The original signed form must be sent with a check for the verification amount to:
Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
An email copy of this form must be sent to: wholesale.servicessupportteam@qwest.com, with "Agree" on the signature line.

Exhibit D

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____
BAN Number:_____

NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE
Make-ready Work required: Yes ( ) No ( ) Date Received_____

If Yes is checked, estimated Make-ready costs: $ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	$ _____/	_____	$_____
2. Innerduct Occupancy, Per Foot	$ _____	_____	$_____
3. Request conf. call for Construction?	____ YES _____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager**, **Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wholesale.servicessupportteam@qwest.com**.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Exhibit D

Date		Date

Exhibit D

ATTACHMENT 3

General Agreement:_____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("CLEC") and Qwest Corporation ("Qwest"), for one or more Orders for the CLEC to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.

1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.

3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the

work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a hole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars ($6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.

6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilitates within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.

8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost

of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken my be made by Qwest.

8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars ($200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. REMOVAL OF FACILITIES. Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES. CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION**.

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

15. **SEVERABILITY**. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS**.

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.

16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC	Qwest Corporation
_____	_____
Signature	Signature
_____	_____
Name Typed or Printed	Name Typed or Printed
_____	PRODUCT MANAGER
Title	Title
_____	_____
Date	Date

Address for Notices		Address for Notices
		Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202
Contact: Phone: FAX:		Contact: Phone: 303-896-0789 FAX: 303-896-9022

Exhibit D

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____20____

Send to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality

_____ Location _____

From Manhole at	To Manhole at	Cable and Equipment Installed

_____
Name of CLEC

By:_____
Title:_____

Receipt of the above report is hereby acknowledged_____, 20__.

Qwest Corporation

By:_____
Title:_____

1. Reports shall be submitted in duplicate.

2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ___, unless a change has been previously authorized in writing by Licensor.

Exhibit D

EXHIBIT B

CLEC:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated _____, 20__, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20__) effective _____.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted

Title_____

By _____
Discontinued:

Total duct footage_____

Exhibit D

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY CLEC

CLEC:_____

Return to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated _____,20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated _____, 20__) effective _____.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____
Date Modification Received_____ _____
_____
By:_____ Name of CLEC

Discontinued: By:_____
Poles_____
Anchors_____ Anchor/Guy Strands_____Its:_____
_____

Exhibit D

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:
Manager
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC**., a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

R E C I T A L S

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate

this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee . In the event that , the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

Exhibit D

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

Exhibit D

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation,
successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of QWEST CORPORATION, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Exhibit D

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____ _____, a _____

By:_____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Exhibit D

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("Owner"), whose address is _____, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as _____between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner of the property located at _____("Property") that provides Qwest with access to Owner's Property (the "Agreement").

FOR TEN DOLLARS ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

5. CLEC's Obligations. CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

(a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

6. Acknowledgement of Limitation on Waivers. **Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

_____,

CLEC:

_____

Exhibit D

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)

EXHIBIT E
INTENTIONALLY LEFT BLANK

EXHIBIT F

SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:

1.1 Intentionally Left Blank.

1.2 Intentionally Left Blank.

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

EXHIBIT G

INTENTIONALLY LEFT BLANK

EXHIBIT H

Calculation of the Relative Use Factor (RUF)

Minutes that are Qwest's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that Qwest sends to CLEC
- All Qwest Exchange Access MOU that Qwest sends to CLEC
- **All**[1] EAS/Local 251(b)(5) traffic that transits Qwest network and is terminated to CLEC
- All IntraLATA transit MOU that Qwest sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to Qwest

Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to Qwest
- All Exchange Access MOU that CLEC sends to Qwest
- All EAS/Local 251(b)(5) traffic that CLEC sends to Qwest for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC **sends**[2] to Qwest
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that Qwest sends to CLEC and that CLEC sends to Qwest
- All ISP-bound and VNXX MOU that Qwest sends to CLEC
- All VNXX MOU that transits Qwest network and is terminated to CLEC

The mathematical equation for RUF is as follows:

Qwest (A) / (A+B)	Rounded to nearest whole percentage
CLEC (B) / (A+B)	Rounded to nearest whole percentage

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.

[1] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 24**
[2] **Arbitrator's Recommended Decision, Docket No. C-3796, Dated Nov. 12, 2007, p. 24**

Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.

2. ICB Rate Intervals

   2.1 For those products and services identified in the SGAT that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the SGAT or this Exhibit.

   2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:

      2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.

      2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.

      2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.

      2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.

      2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.

   2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

3. ICB Provisioning Intervals

Exhibit I – Individual Case Basis

3.1 For those products and services provided pursuant to this SGAT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

Exhibit J
Election of Reciprocal Compensation Option

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Exhibit K
PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service.

2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to the Nebraska Competitive Telephone Marketplace Fund established by the Nebraska Public Service Commission.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance).

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained. In such a situation, the determination of whether Qwest meets or fails the benchmark standard will be made using performance results for the month in question, plus a sufficient number of

consecutive months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month.

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified "z-test," for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = DIFF / \sigma_{DIFF}$$

Where:

$$DIFF = M_{Qwest} - M_{CLEC}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root [σ^2Qwest (1/ n_{CLEC} + 1/ n_{Qwest})]

σ^2_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., M_{CLEC} - M_{QWEST}.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data
Pool and mix the CLEC and Qwest data sets
Perform the following 1000 times:
- Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or n_{QWEST}).
- Compute and store the modified z-test score (Z_S) for this sample.

Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic
Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α, the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8.
For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly "misses" it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment "indicator" presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment "indicator" back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the "Per Measurement" category. For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Payments," payment to a CLEC will be the amount set forth in Table 2 below under the section labeled "per measurement."

TABLE 2: TIER-1 PAYMENTS TO CLEC

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$150	$250	$500	$600	$700	$800	$100
Medium	$ 75	$150	$300	$400	$500	$600	$100
Low	$ 25	$ 50	$100	$200	$300	$400	$100

Per Measurement Cap							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000	$25,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000	$ 10,000
Low	$ 5,000	$10,000	$15,000	$ 20,000	$ 25,000	$ 30,000	$ 5,000

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is $150 per day. For days 11 through 20, the payment is $300 per day and so on.

TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS

Days Late	Completion Date	Feasibility Study
1 to 10 days	$150/day	$45/day
11 to 20 days	$300/day	$90/day
21 to 30 days	$450/day	$135/day
31 to 40 days	$600/day	$180/day
More than 40 days	$1,000/day	$300/day

6.4 A minimum payment calculation shall be performed at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by multiplying $2,000 by the number of months in which at least one payment was made to the

CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 Determination of Non-Conforming Measurements: The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements failing performance standards for the month.. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement. Such escalation shall be limited to 6 months.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to the State in a single month shall not exceed the amount listed in Table 4 for the "Per Measurement" category.

TABLE 4: TIER-2 PAYMENTS TO STATE FUNDS

Per Occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
High	$150	$250	$500	$600	$700	$800
Medium	$ 75	$150	$300	$400	$500	$600
Low	$ 25	$ 50	$200	$300	$400	$500

Per Measurement Cap						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000
Low	$ 5,000	$10,000	$20,000	$ 25,000	$ 30,000	$ 35,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

GA-1: Gateway Availability - IMA-GUI
GA-2: Gateway Availability - IMA-EDI
GA-3: Gateway Availability – EB-TA
GA-4: System Availability – EXACT
GA-6: Gateway Availability – GUI-Repair
PO-1: Pre-Order/Order Response Times
OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS

Measurement	Performance	State Payment	14 State Payment
GA-1,2,3,4,6	1% or lower	$1,000	$14,000
	>1% to 3%	$10,000	$140,000
	>3% to 5%	$20,000	$280,000
	>5%	$30,000	$420,000
PO-1	2 sec. Or less	$1,000	$14,000
	>2 sec. to 5 sec.	$5,000	$70,000
	>5 sec. to 10 sec.	$10,000	$140,000
	>10 sec.	$15,000	$210,000
OP-2/MR-2	1% or lower	$1,000	$14,000
	>1% to 3%	$5,000	$70,000
	>3% to 5%	$10,000	$140,000
	>5%	$15,000	$210,000

7. 5 Payment of Tier 2 Funds: Payments to the state fund shall be deposited into the Nebraska Competitive Telephone Marketplace Fund and used for any purpose determined by the Commission that is allowed to it by state law.

8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is % diff = (CLEC result – Calculated Value)/Calculated Value. The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in sections 8.0 and 9.0, the calculated percent differences is capped at 100%.

8.2.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z- statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the "per measure" portion of Table 2: Tier 1 Payments to CLEC.

9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1 Application of the Critical Z-Values: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided to all CLECs by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. There must be at least 10 data points each month for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.2.2 Step 2: The percentage difference between the actual averages and the calculated averages for each month shall be calculated . The calculation for parity measurements is % diff = (actual average – calculated average)/calculated average. The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in section 8.0 and section 9.0, the calculated percent difference is capped at 100%.

9.2.2.3 Step 3: For each performance measurement, the total number of data points each month shall be multiplied by the percentage calculated in the previous step. The amount (rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages for each non-conforming month shall be calculated. The calculation for parity measurement is diff = (CLEC result – calculated percentage). This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for each month shall be multiplied by the difference in percentage calculated in the previous step. The amount (rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.4 Performance Measurements that are Ratios or Proportions:

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate for each non-conforming month shall be calculated. The calculation is: diff = (CLEC rate – calculated rate). This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for each month. The amount (rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the "per measure" portion of the Tier 2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than $5,000, a minimum payment of $5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the affected CLECs based upon each CLEC's relative share of the number of total service misses.

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

11.0 Payment

11.1 Payments to CLEC or the Nebraska Competitive Telephone Marketplace fund shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal on the day the payment was originally due. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 Payment to CLEC shall be made via check or wire transfer , unless CLEC owes Qwest for undisputed accounts receivable that are past due over 90 days in which case payment will be via bill credits. Payment to the State shall be made via check or wire transfer for deposit into the Nebraska Competitive Telephone Marketplace Fund.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12 month period beginning with the effective date of the PAP for the State of Nebraska. The overall annual

cap for the State of Nebraska shall be 44% of the prior year's ARMIS Net Revenue. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages, including any such damages paid pursuant to this Agreement, any other interconnection agreement, or any other payments made for the same underlying activity or omission under any other contract, order or rule and Tier 2 assessments or payments made by Qwest for the same underlying activity or omission under any other contract, order or rule.

12.2 In addition to the overall annual maximum "hard" cap of 44% of the prior year's ARMIS Net Revenue, there shall be an annual "soft" cap of 24% of the prior year's ARMIS Net Revenues, which, if exceeded, allows the Commission to initiate an investigation into the reasons for Qwest's performance deterioration.

12.3 If the overall annual cap is reached, each CLEC shall, as of the end of the year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the overall annual cap, the percentage equalization shall take place as follows:

12.3.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the cumulative monthly cap (defined as $1/12^{th}$ of the overall annual cap times the cumulative number of months to date) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due to any CLEC for that month and any succeeding months, as necessary.

13.0 Limitations

13.1 The QPAP shall become effective on the date the FCC grants Qwest § 271 relief for the state of Nebraska.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier –1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance submeasures, statistical methodologies, and payment mechanisms that are designed to function together, and only together as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, into its interconnection agreement with Qwest in lieu of other alternative standards or relief, except as stated in sections 13.6.1, 13.6.2, and 13.7.
13.6.1 In electing the PAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the PAP. The PAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

13.6.2 Tier 1 payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the PAP, CLEC must first seek permission from the Nebraska Public Service Commission. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages

awarded through this action shall be offset with payments made under this PAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the PAP, no such procedural requirement shall apply.

13.7 If for any reason CLEC agreeing to this PAP is awarded compensation for the same harm for which it received payments under the PAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not Qwest in its discretion, can judge what amount, if any, of PAP payments should be offset from any judgment for a CLEC in a related action.

13.8 Qwest shall not be liable for both Tier 2 payments under the PAP and assessments, sanctions, or other payments for the same underlying activity or omission pursuant to any Commission order or service quality rules.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds $3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the $3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of $3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of $3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than $1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT with the CLEC.

13.10 Any payments made by Qwest as a result of the PAP should not: 1) be included as expenses in any Qwest revenue requirement, or 2) be reflected in increased rates to CLECs for services and facilities provided pursuant to § 251(c) of the Telecommunications Act of 1996 and priced pursuant to § 252(d) of the Telecommunications Act of 1996.

14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However,

Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PID**s**. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of $500 for each business day for which performance reports are 6 to 10 business days past the due date; $1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and $2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable format for one year. For the remaining two years,

the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

15.0 Integrated Audit Program/Investigations of Performance Results

15.1 Any party may request that the Commission conduct an audit of performance results or performance measures. The Commission will determine, based upon requests and upon its own investigation, which results and/or measures should be audited. The Commission may, at its discretion, conduct audits through participation in a collaborative process with other states.

15.2 If the Commission chooses not to participate in a collaborative audit process with other states, the costs of auditing will be paid for by Qwest. Any costs of review by the State of Nebraska will be paid for out of the Nebraska Competitive Telephone Marketplace fund to the extent funds are available.

15.3 Qwest shall report to the Commission monthly, any changes it makes to the automated or manual processes used to produce performance results including data collection, generation and reporting. The reports must include sufficient detail to enable the parties to understand the scope and nature of the changes.

15.4 In the event of a dispute between Qwest and any CLEC regarding the accuracy or integrity of data collected, generated and reported pursuant to the QPAP, Qwest and the CLEC shall first consult with one another and attempt to resolve the dispute. If the issue is not resolved within 45 days, either party may request that the Commission consider the matter.

15.5 Qwest will investigate any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. To the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest shall receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. The relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this Agreement.

16.0 Reviews

16.1 Every six (6) months, beginning six months after the effective date of 271 approval by the FCC for the state of Nebraska, Qwest, CLECs or the Commission staff may request the Commission to initiate a proceeding to review and evaluate the QPAP. The Commission retains any independent authority under state law to initiate a proceeding to review the QPAP

at any time and to order changes to any provision of the QPAP, after notice and hearing and consistent with due process and other rights of all parties. Qwest and CLEC agree that no new performance measurement shall be added to this QPAP that has not been subject to observation as a diagnostic measurement for a period of 6 months. Any changes made at the six-month review pursuant to this section shall apply to and modify this agreement between Qwest and CLEC.

16.1.2. Notwithstanding section 16.1, if any agreements on adding, modifying, or deleting performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the QPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to the Commission, whether before or after a six-month review.

16.2 Two years after the effective date of the first FCC 271 approval of the PAP, the participating Commissions may conduct a joint review by a independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. This review shall not be used to open the PAP generally to amendment, but would serve to assist Commissions in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions. The expense of the reviews shall be paid from the Special Fund.

16.3 Qwest will make the PAP available for CLEC interconnection agreements until such time as Qwest eliminates its Section 272 affiliate. At that time, the Commission and Qwest shall review the appropriateness of the PAP and whether its continuation is necessary. However, in the event Qwest exits the interLATA market, that State PAP shall be rescinded immediately.

17.0 Voluntary Performance Assurance Plan

This PAP represents Qwest's voluntary offer to provide performance assurance. Nothing in the PAP or in any conclusion of non-conformance of Qwest's service performance with the standards defined in the PAP shall be construed to be, of itself, non-conformance with the Act.

18.0 Dispute Resolution

For the purpose of resolving disputes over the meaning of the provisions of the PAP and how they should be applied, the dispute resolution provisions of the SGAT, section 5.18, shall apply whether the CLEC uses the SGAT in its entirety or elects to make the PAP part of its interconnection agreements (i.e., the unique dispute resolution provisions of interconnection agreements should not apply).

Exhibit K
PERFORMANCE ASSURANCE PLAN

Exhibit K
PERFORMANCE ASSURANCE PLAN

Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3[a]	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6[b]	X					
Billing Completion Notification Timeliness	PO-7[b]	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
(Expanded) – Manual Service Order Accuracy	PO-20[c]		X				
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3			X		X	
Installation Intervals	OP-4[d]			X		X	
New Service Quality	OP-5a,b[e]			X		X	
Delayed Days	OP-6[f]			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3			X			
All Troubles Cleared within 4 hours	MR-5			X			
Mean time to Restore	MR-6a,b,c,d[g], e[g]			X			
Repair Repeat Report Rate	MR-7			X		X	
Trouble Rate	MR-8			X		X	
LNP Trouble Reports Cleared within 24 Hours	MR-11			X		X	
LNP Trouble Reports—Mean Time to Restore	MR-12			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two "families:" PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c. Low Volume Exception: In lieu of Section 2.4 for PO-20, where CLEC order volumes for a given month are less than 17 in Phase 1, less than 13 in Phase 2, and less than 10 in Phase 3 and subsequent phases, a benchmark standard of "no more than one order with PO-20 errors" is applied. Under this provision, no payment applies if there is only one order with errors.

Stabilization Period: For each phase beginning with Phase 1, there will be no more than a 3-month measurement stabilization period for all fields introduced in that phase. Performance results that include all such fields are not subject to payments during the measurement stabilization period.

d. OP-4 is included with OP-6 as five "families:" OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

e. Low volume treatment for OP-5b will apply if both (1) the CLEC volume of orders is less than or equal to 29 (the denominator of OP-5t) and (2) the number of orders with trouble in OP-5a is no more than one. When these two conditions are met, a standard of no more than one order with new service trouble applies.

f. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

g. Applicable only to xDSL-I capable loops.

Exhibit K
PERFORMANCE ASSURANCE PLAN

Attachment 2: Performance Measurements Subject to Per Measurement Caps

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)
Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)
Billing Completeness – BI-4 (Tier 1/Tier 2)