

ATTACHMENT 2
SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver.

CLEC certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network; and CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups, CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their Agreement.