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TC01-020

DOCKET NO. TC01-020

In the Matter of

IN THE MATTER OF THE FILING FOR APPROVAL OF AN AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES BETWEEN QWEST CORPORATION AND FIBERCOMM, L.C.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
3/9/01	Filed and Docketed;
3/15/01	Weekly Filing;
3/12/01	Order Approving Agreement;
3/12/01	Docket Closed

TC01-020

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.

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March [illegible] 2001

William Bullard, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Wireline Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc and FiberComm, L.C
Our File No 2104 078

Dear Mr. Bullard

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Agreement for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services Provided by Qwest Corporation (f/k/a U S WEST Communications, Inc) ("Qwest") for FiberComm, L.C ("FiberComm") in the State of South Dakota for approval by the Commission. The Agreement is a negotiated agreement [illegible] forth the terms, conditions and prices under which Qwest will provide [illegible] FiberComm for the provision of local exchange services

The Agreement does not discriminate against other telecommunications carrier [illegible] Agreement is consistent with the FCC's guidelines for negotiation and performance Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996 and the rules of the Federal Communications Commission. Expeditious approval of this Agreement will enable FiberComm to enter the local exchange market and provide customers with increased choices among local exchange services

FiberComm has authorized Qwest to submit this Agreement on FiberComm's behalf

Sincerely yours,

BOYCE, MURPHY, McDOWELL
& GREENFIELD, L.L.P.

Thomas J. Welk

TJW/vjj
Enclosures

cc: James J. McKenna,
Vice-President of FiberComm, L.C. (w/o enclosure)
Ms. Colleen Sevold
Ms. Mary Sullivan (w/o enclosure)

AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY QWEST CORPORATION (f.k.a. U S WEST COMMUNICATIONS, INC.) FOR FIBERCOMM, L.C. IN THE STATE OF SOUTH DAKOTA

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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 is filed by Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest"), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 This document is being used as the basis for negotiations of an Interconnection Agreement, it is between FiberComm, L.C., ("Competitive Local Exchange Carrier" or "CLEC") a Iowa limited liability company and Qwest Corporation f/k/a U S WEST Communications ("Qwest"), a Colorado corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to unbundled network elements, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of South Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.4 Following the date this Agreement is approved or allowed to take effect, Qwest may file amendments to this Agreement, which shall be approved or permitted to take effect pursuant to the Schedule for Review set forth in Section 252(f) of the Act. At the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.

1.5 Qwest and CLEC mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Interconnection Agreement ("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 used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Qwest or other third party offerings, guides or practices), statute, regulation, rule or tariff applies to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Board which are currently being challenged by Qwest or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. Qwest is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be 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, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Board for pricing, service standards, or other matters covered by this Agreement. This Section shall be considered part of the rates, terms and conditions of each interconnection, service and network element arrangement contained in this Agreement, and this Section shall be considered legitimately related to the purchase of each interconnection, service and network element arrangement contained in this Agreement.

Section 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, unbundled network elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. Thereupon, the Parties shall complete Qwest's "CLEC Questionnaire," and negotiate an interconnection implementation schedule as it applies to CLEC's obtaining of Interconnection, unbundled network elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "CLEC Questionnaire." This questionnaire will then be used to:

Determine geographical requirements;
Identify CLEC Identification Codes;
Determine Qwest system requirements to support CLEC's specific activity;
Collect credit information;
Obtain billing information;
Create summary bills;
Establish input and output requirements;
Create and distribute Qwest and CLEC contact lists; and
Identify CLEC hours and holidays.

3.3 Prior to placing any orders for services under this Agreement, the Parties will finalize an interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the interconnection implementation schedule.

3.4 CLEC will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. During the remaining term of this Agreement, CLEC will provide updated forecasts from time to time, as requested by Qwest. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. The initial forecast will minimally provide:

3.4.1 The date service will be offered (by city and/or state);

3.4.2 The type and quantity of service(s) which will be offered;

3.4.3 CLEC's anticipated order volumes; and

3.4.4 CLEC's key contact personnel.

Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard 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.

4.2 "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.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the South Dakota Public Utilities Commission.

4.4 "Application Date" or "APP" means the date CLEC provides Qwest a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

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

4.8 "Board" means the South Dakota Public Utilities Commission.

4.9 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

4.10 "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's Basic Exchange Telecommunications Service line.

4.11 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference U S WEST Technical Publication 77342.

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

4.12.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.12.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switches shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the same geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems 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.

4.13 "Collocation" is an arrangement where space is provided in a Qwest Wire Center for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest unbundled network elements. Qwest offers six Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation Shared, Adjacent, and Interconnection Distribution Frame Collocation.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to the Party that has submitted a request, pursuant to the General Terms and the Implementation Schedule of this Agreement, to obtain Interconnection, access to unbundled network elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier ("ILEC").

4.16 "Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.17 "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.

4.18 "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.

4.19 "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.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code,

protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

4.22 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by Qwest's then current EAS/local serving areas, and as determined by the Board.

4.23 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.24 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC 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.

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

4.26 "Interconnect & Resale Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Web site:

http//www.uswest.com/carrier/guides/interconnect/index.html

4.27 "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, Exchange Access and Jointly Provided Switched Access traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by Qwest's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.31 "Local Exchange Carrier" (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.

4.32 "Local Interconnection Service (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. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

4.33 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI of CLEC's network and Qwest's network for the purpose of completing calls from CLEC's end user customers to Qwest's end user customers. Exchange Service EAS/Local calls begin and end within a Local Calling Area or Extended Area Service (EAS) area which has been defined by the Board. Trunking connections for these local calls may exist between CLEC and Qwest's End Offices or Local Tandem. Exchange Access (IntraLATA and Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.

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

4.36 "Main Distribution Frame" or "MDF" means a Qwest distribution frame (*e.g.*, COSMIC frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.39 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access tariffs.

4.40 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

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

4.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

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

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

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

4.46 "Port" means a line or trunk connection point on a central office switch but does not include switch features.

4.47 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. The Proof of Authorization Section of this Agreement lists acceptable forms of documentation.

4.48 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.49 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

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

4.51 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

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

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

4.54 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer end-user Premises.

4.55 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.57 Small Exchange Carrier Access Billing" or "SECAB" means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

4.58 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, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users 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 users, whether or not the traffic transits the other Party's network.

4.59 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.60 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Board shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.61 "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.

4.62 "Unbundled Network Element Platform (UNE-P)" – is a combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including single line residence, single line business, and PBX Trunks.

4.63 "UNE Combination" means a combination of legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CLEC in combined state, and at Section 252(d)(1) rates. UNE combinations include UNE-P and Private Line Combinations.

4.64 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points

eligible for such connections as specified in the FCC Docket No 91-141 and rules adopted pursuant thereto.

4.65 "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.66 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

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 users. Each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

5.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

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 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 Board, 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.

5.2 Term of Agreement

5.2.1 When this document is used for purposes of negotiating an Interconnection Agreement, this Agreement shall become effective upon Board approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two years and shall terminate on April 15, 2003.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Board, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new agreement is approved by the Board.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain interconnection services under the terms and conditions of a then-existing agreement to become effective at the conclusion of the term.

5.3 Proof of Authorization

5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:

5.3.1.1 The end user's written Letter of Authorization.

5.3.1.2 The end user's electronic authorization by use of an 8XX number.

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

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

5.4 Payment

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

5.4.2 Qwest may discontinue processing orders for the failure of CLEC to make full payment for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill. Qwest will notify CLEC in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from CLEC, pursuant to this section.

5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment for the services provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest wil notify CLEC in writing at least ten (10) days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the ten (10) days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional deposit) from CLEC, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3)

cycles.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

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

5.4.5 Qwest will determine CLEC's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If CLEC has not established satisfactory credit with Qwest according to the above provisions or CLEC is repeatedly delinquent in making its payments, or CLEC is being reconnected after a disconnection of service or discontinuance of the processing of orders by Qwest due to a previous nonpayment situation, Qwest will require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Board rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Board rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by CLEC. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 Qwest may review CLEC's credit standing and modify the amount of deposit required.

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

5.4.9 CLEC agrees to inform end-user in writing of pending disconnection by CLEC to allow end user to make other arrangements for telecommunications services.

5.5 Taxes

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

5.6 Insurance

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

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 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 CLEC hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

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

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

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. CLEC may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.

5.6.2 CLEC shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section Such certificates shall (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) provide 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, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Board or under a Board-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors.

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

5.8.3 Except for indemnity obligations, or as otherwise set forth in this Section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including without limitation direct damages for loss of or damaged to CLEC's collocated equipment located within the collocation space.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.

5.8.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement

5.8.6 CLEC is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to CLEC's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Qwest. Notwithstanding the above, 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.

5.9 Indemnity

5.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows

5.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

5.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.

5.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

5.9.1.4 For purposes of this Section, where the Parties have agreed to provision line sharing using a POTS splitter: "claims made by end users or customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate

provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service for claims relating to DSL services, and to the Party that provides voice service for claims relating to voice services. For purposes of this Section, "customer" refers to the immediate purchaser of the telecommunications service, whether or not that customer is the ultimate end user of that service.

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 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.

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.

5.10 Intellectual Property

5.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

5.10.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

5.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

5.10.4 Except as expressly provided in this Intellectual Property Section, 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, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

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, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Communications services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause end users to believe that CLEC is Qwest.

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

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes end user confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 CLEC acknowledges the value of the marks "Qwest" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest, Inc. and Qwest respectively (the "Owners"). CLEC recognizes that nothing contained in this Agreement is intended as an assignment or grant to CLEC of any right, title or interest in or to 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 and is not assignable. CLEC will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

5.11 Warranties

5.11.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE 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, however if CLEC's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. 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 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of CLEC, or any sale, transfer, pledge or other disposition by CLEC of securities representing more than 50% of the securities entitled to vote in an election of CLEC's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by CLEC of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than CLEC, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of CLEC has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in 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) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

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 to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

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 shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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 made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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 to regulatory agencies including the Federal Communications Commission and the Board so long as any confidential obligation is protected.

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.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two year term, 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 the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.18.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee 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 have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars ($1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Des Moinesmetropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

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 Board or the FCC as provided by state and federal law.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with the terms of the Act and the State law of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the State law of South Dakota.

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.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent to Qwest at the addresses shown below:

Qwest Corporation
Director Interconnection
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation
Corporate Counsel, Interconnection
1801 California Street, 39th Floor
Denver, CO 80202

and to CLEC at the address shown below:

FiberComm, L.C.
Mr. James J. McKenna, Vice President
901 Steuben
Sioux City, IA 51101

Each Party shall inform the other of any change in the above contact person and/or address.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each

Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

5.24 Referenced Documents

5.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

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.

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 counterpart 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 Communications Assistance Law Enforcement Act of 1994 ("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 that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in the Access to Operational Support Systems (OSS) Section of this Agreement.

5.30 Amendments

5.30.1 When this document is being used as an interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.31 Entire Agreement

5.31.1 This Agreement constitutes the entire agreement between Qwest and CLECand supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.32 Pick and Choose

5.32.1 If this document is being used to negotiate an Interconnection Agreement, the Parties agree to comply with Section 252(i) of the Act, and rules promulgated thereunder.

Section 6.0 - RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides to subscribers who are not Telecommunication Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs.

6.1.2 This Section addresses the provision of certain Qwest services to CLEC for resale by CLEC.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in this Section. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer CLEC training on procedures that CLEC must use to request services from Qwest, including product information, listing, and access to Qwest systems.

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

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to retail end-users, with no wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of end-user eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service (911) is not available for resale.

6.2.2.5 Non-telecommunications services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail end user that early terminates a CSA, including payment of any early termination charges, before transferring service to CLEC.

6.2.2.7 Grandfathered services are not available for resale, except to existing end-users of the grandfathered product or service.

6.2.2.8 Centrex terms and conditions related to calculation of charges for, and provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.8.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (e.g. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one end user location and may provide station lines to multiple end user locations.

6.2.2.8.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's end user's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. CLEC end user with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Central Office, and provisioned to the same CLEC end user location, will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC end user serving location for rating purposes. CLEC may not specify a U S WEST Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access service is available for resale but not at a discount.

6.2.2.11 Megabit Services available to retail end-users are available for resale out of U S WEST's interstate tariff at the discount rates set forth in Exhibit A

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to others, including other Resellers and retail end users.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under U S WEST retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms Section. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 CLEC will provide a two year forecast for resale of Qwest services within ninety (90) calendar days of requesting service pursuant to this Agreement. The forecast shall be updated and provided to Qwest on an annual basis or as requested by Qwest. Each forecast will provide:

The date service will be offered (by city and/or state);
The type and quantity of service(s) which will be offered;
CLEC's anticipated number of service orders; and
Name of CLEC's key contact personnel.

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

6.2.6 CLEC may not reserve blocks of Qwest telephone numbers, except as allowed by Tariffs.

6.2.7 Qwest will accept at no charge one primary white pages directory listing for each main telephone number belonging to CLEC's end user based on end user information provided to Qwest by CLEC. Qwest will place CLEC's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's directory assistance service. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section and the Qwest DEX Section of this Agreement.

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

6.2.9 If Qwest provides, and CLEC accepts operator services, directory assistance service or intraLATA long distance service as a part of the basic exchange resold line, such services will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will brand operator services and directory assistance service in CLEC's name.

in accordance with terms and conditions outlined in the Ancillary Services – Directory Assistance and Toll and Assistance Operator Services Sections of the Agreement.

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

6.2.11 When end users switch from Qwest to CLEC, or to CLEC from any other Reseller, and if such end users do not change their service addresses to addresses served by a different Qwest Central Office, then such end users shall be permitted to retain their current telephone numbers.

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

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

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

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

6.3 Rates and Charges

6.3.1 The Telecommunications Services certified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. The Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff rates.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

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

6.3.4 CLEC will pay to Qwest the PIC change charge without discount for CLEC end user changes of interexchange or intraLATA carriers. Any change in CLEC's end users' interexchange or intraLATA carrier must be requested by CLEC on behalf of its end user.

6.3.5 CLEC agrees to pay Qwest when its end-user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section

6.3.6 Miscellaneous charges applicable to CLEC will be applied in a manner consistent with application of charges for equivalent services ordered by Qwest retail end-users

6.3.7 If the Board orders additional services to be available for resale Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Board If the Board indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate

6.3.8 Qwest shall have a reasonable time to implement system or other changes necessary to bill the Board-ordered rates or charges.

6.3.9 If services are resold by CLEC pursuant to Tariffs and the Tariff rates change, charges billed to CLEC for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Board order and/or resale Tariff The new rate will be effective upon the Tariff effective date

6.3.10 Product-specific non-recurring charges as set forth in Qwest's applicable Tariffs will apply when new lines, trunks or circuits are installed, or when additional features or services are added to existing services

6.4 Ordering Process

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

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Interconnect & Resale

Resource Guide available on Qwest's public web site located at http://www.uswest.com/carrier/guides/resource_guides.html. Information shall be provided using Qwest's designated Local Service Request (LSR) format, which may include the LSR, end user and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for CLEC service orders as Qwest provides itself. The process for CLEC service orders, provisioning, maintenance and repair are detailed in the Access to Operational Support Systems Section of this Agreement, and are applicable whether orders are submitted via OSS or FAX.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate end-user listing information for directory assistance service, white pages directory listings, and 911 emergency services.

6.4.5 If Qwest's retail end-user, or the end-user's new local service provider, orders the discontinuance of the end-user's existing Qwest service in anticipation of end user moving to the new local service provider, Qwest will render its closing bill to the end-user, discontinuing billing as of the date of the discontinuance of Qwest's service to end user. If a CLEC that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date end user receives resold service from the existing CLEC. Qwest will notify CLECs by FAX, OSS interface, or other agreed upon process when an end-user moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the end-user.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on the service request.

6.4.7 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due date intervals are established when service requests are made through the IMA and EDI interface or through facsimile. Intervals provided to CLEC shall be equivalent to due dates Qwest provides end user.

6.5 Billing

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

6.5.2 Qwest shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in the Access to Operational Support Systems Section on OSS Support for Pre-Ordering, Ordering and Provisioning, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain facilities and equipment used to provide CLEC resold services. CLEC or its end users may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in the Access to Operational Support Systems (OSS) Sectionof the Agreement. Access to telephone numbers and dialing parity are discussed in the Access to Telephone Numbers Section and the Local Dialing Parity Section, respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in the Access to Operational Support Systems - Maintenance and Repair Section of this Agreement.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's own network for the purpose of exchanging Exchange Service EAS/Local Traffic, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. Qwest will also provide interconnection (*see* the Unbundled Network Elements Section of this Agreement) at the line-side of a local switch (*i.e.*, local switching), central office cross-connection points, signal transfer points and points of access to unbundled network elements (*see* the Unbundled Network Elements Section of this Agreement). "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 and exchange access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service EAS/Local Traffic; or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

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.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish a Point of Interconnection in each Qwest local calling area where it does business. The Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in accordance with the Interconnection Section of this Agreement.

7.1.2.1 Entrance Facility. Entrance Facility may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from the Qwest Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. An Interconnection Entrance Facility may not be used for interconnection with 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 the Collocation Section of this Agreement. When interconnection is provided through the Collocation provisions of the Collocation Section of this Agreement, the Interconnection Tie Pair (ITP) rate elements, as described in the Unbundled Network Elements Section will apply in accordance with Exhibit A. The rates are defined at a DS0, DS1 and DS3 level.

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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 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. The Mid-Span Meet POI shall be located within the Wire Center boundary of the Qwest switch. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A Mid-Span Meet POI shall not be used by CLEC to access unbundled network elements.

7.1.2.4 LIS Inter Local Calling Area (LCA) Facility

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

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

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

7.1.2.4.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Exhibit A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

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

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

7.1.2.4.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.

7.1.2.4.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.

7.1.2.4.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

7.2 Exchange of Traffic

7.2.1 Description

This Section addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill their respective Tariffed Switched Access rates. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. 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.

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

7.2.1.2.3 Jointly Provided Switched Access traffic as defined in Access Tariffs and referenced in this Section.

7.2.1.2.4 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 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 tandems. To the extent that CLEC's switch functions as a local or access tandem switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

7.2.1.2.5 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 interrupt and verify; and

d) Toll free services.

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 as 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 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. However, either Party may elect to provision its own one-way trunks for delivery of Exchange Service EAS/Local Traffic to be terminated on the other Party's network.

7.2.2.1.2.2 The Parties may elect to purchase transport services from each other or from 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 or local tandem for call termination. Transport may be purchased from Qwest or CLEC as tandem routed (*i.e.*, tandem switching, tandem transmission and direct trunked transport) or direct routed (*i.e.*, direct trunked transport).

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local 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 originating Party will order a dedicated (*i.e.*, direct) trunk group to the other Party's end office. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC shall provide two-way direct trunk facilities, when required, from that end office to CLEC's switch. In all other cases, the direct facility may be provisioned by Qwest or CLEC or a third party. If both CLEC and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

7.2.2.1.4 LIS ordered to a local tandem will be provided as Direct Trunked Transport between the Serving Wire Center of CLEC's POI and the local tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the local tandem to Qwest's end office.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), 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 CLEC, existing LEC, or wireless carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC.

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 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, 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, SECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section.

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 Switching 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 the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement (Unbundled Network Elements Section); (b) as defined in the U S WEST FCC Tariff #5 (Service Performance Section); or (c) from a third party signaling provider. 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 U S WEST Technical Publication 77342.

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 the new LIS trunks. Qwest will provide CLEC with a listing of Qwest local tandems fully capable of routing 64CCC traffic through the Qwest website: http://www.uswest.com/disclosures.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or 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 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 quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each Party.

7.2.2.8.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest LIS Trunk Forecast Forms.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two-year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete the network build. Seven months after submission of the forecast, the forecasting Party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays. For ordering information see the Interconnection – Ordering Section.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing. See the Interconnection Exchange of Traffic Section.

7.2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

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 weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

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

a) Completed Qwest LIS Trunk Forecast Forms; and

b) Any planned use of an alternate local tandem provider.

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 located at http://www.uswest.com/cgi-bin/iconn/iconn.pl.

a) Qwest Tandems and Qwest end offices (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).

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.uswest.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:

a) CLEC forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.

b) Forecasts shall be deemed Confidential Information.

7.2.2.8.13 If a trunk group is consistently utilized at less than 60% each month of any three month period, CLEC will be provided written notification of the requirement to resize the trunk group. Such notification shall include information on current utilization levels. If CLEC does not resize the trunk group within 30 days of the written notification, Qwest may reclaim the facilities and charge CLEC a charge equal to the rearrangement charge described in Exhibit A. When reclamation does occur, the trunk group shall not be left with less than 25% excess capacity.

7.2.2.8.14 When trunk groups are utilized at less than 60% for any three month period, and CLEC places an order to augment those trunk groups, the Parties shall negotiate in good faith to determine appropriate sizing of the underutilized trunk groups. If CLEC cannot substantiate a need for the increased level of trunking, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those underutilized trunk groups until such time as the utilization on that group reaches the required 60 percent level.

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, which involves extraordinary circumstances shall be subject to the Construction Charges, as detailed in the Construction Charges Section of this Agreement. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes, which can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard Qwest forecast timeframes will not apply under these circumstances.

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.

7.2.2.9.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. However, either Party may elect to provision its own one-way trunks for delivery of traffic to be terminated on the other Party's network.

7.2.2.9.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements –

Jointly Provided Switched Access vs. Exchange Service EAS/Local Traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access trunks;

b) Exchange Service (EAS/Local) trunks; the Parties agree to route Enhanced Service Provider traffic over the Exchange Service EAS/Local Trunk group. However, if the FCC determines that access charges shall apply to this traffic, the Parties will re-evaluate this Agreement;

c) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);

d) 911/E911 trunks;

e) Operator services trunks (where the switch type requires separation from Directory Assistance trunks); and

f) Mass calling trunks, if applicable.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level of exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and toll free service 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. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to operator services trunking, directory assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No EAS/local trunk groups shall be terminated on Qwest's access tandems. In the absence of a Qwest local

tandem, as identified in the LERG, EAS/Local trunk groups will be established directly between CLEC and Qwest end office switches for the exchange of traffic between those end office switches only.

7.2.2.9.7 The Parties agree to exchange Exchange Service EAS/Local Traffic in the same EAS/Local area, defined for Qwest by the Board, as such traffic originated.

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

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 local tandem. CLEC may not deliver traffic directly to the remote end officeswitch

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 Terminating LIS 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 loopback (108 type).

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 U S WEST Tariff rates. Testing fees will be paid by CLEC when requesting the testing.

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

7.3.1 Interconnection Facility Options

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 Party using their

respective Tariffed Switched Access rates. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange local traffic between their respective networks without the use of third party transit providers.

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 state or FCC Access Tariffs, the rates from those Tariffs will apply. The DS-1 or DS-3 Entrance Facilities may ride a higher capacity optical carrier SONET Private Line Transport Services system as part of the interconnection option.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 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 assuming an initial relative use factor of 50% for a minimum of one quarter. The nominal charge to the other Party for the use of the Entrance Facility (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 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-Internet Related traffic to substantiate a change in that factor. If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true-up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 When Collocation is used to facilitate interconnection, the EICT rate elements, as specified in Exhibit A, will apply per DS1 and DS3.

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 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 tandem for Exchange Service EAS/Local Traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

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 or end office.

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:

(a) The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of 50% for a minimum of one quarter. 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 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-Internet Related Traffic to substantiate a change in that factor. If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than 50%, the Parties will retroactively true-up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.

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 provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half the rates specified in Exhibit A.

7.3.4 Exchange Service EAS/Local Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 For purposes of this Agreement, end office call termination functions for Exchange Service (EAS/Local) traffic shall be based upon bill and keep as a reciprocal compensation mechanism until otherwise agreed to between the Parties. The Parties agree that bill and keep is defined as a mechanism under which neither Party will apply a reciprocal compensation rate (which shall include the end office and tandem rate) for local traffic originated by one Party and terminated by the other Party. In addition, for compensation purposes for the exchange of "Internet-related traffic" the Parties will not bill eachother. For purposes of this Agreement, "Internet-related traffic" refers to dial-up access through an entity which combines computer processing information storgage, protocol conversion, and routing with transmisison to enable users to access internet content or data services.

7.3.4.1.2 For purposes of call termination, Qwest and CLEC switch(es) shall be treated as end office switch(es), unless CLEC's switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.

7.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation on a mutual exchange of traffic basis, only applies to EAS/Local Traffic and further agree that the FCC has determined that Internet related traffic originated by either Party (the "Originating Party") and delivered to the other Party, (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is EAS/Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be EAS/Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

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 the purposes of this Agreement, tandem switching and tandem transmission functions for Exchange Service (EAS/Local) traffic shall be based upon bill and keep as a reciprocal compensation mechanism until otherwise agreed to between the Parties. The Parties agree that bill and keep is defined as a mechanism under which neither Party will apply a reciprocal compensation rate (which shall include the end office and tandem rate) for local traffic originated by one Party and terminated by the other Party. Although, such traffic is not local, the Parties also agree to treat ISP traffic under this bill and keep mechanism for compensation purposes.

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

7.3.4.2.3 When CLEC terminates traffic to a Qwest remote office, tandem transmission rates will be applied for the mileage between the Qwest host office and the Qwest remote office.

7.3.4.2.4 When Qwest receives a unqueried call from CLEC to a number that has been ported to another Qwest central office within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions described in South Dakota's Access Service Tariff, Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

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

7.3.5.3 Construction charges are described in Exhibit A of this Agreement.

7.3.6 Exchange Access (IntraLATA Toll) Traffic. Applicable billing Switched Access rates of each Party apply to IntraLATA toll traffic routed to an access tandem, or directly to an end office.

7.3.7 Transit Traffic.

The following rates will apply:

7.3.7.1 Local Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

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.

7.3.8 Qwest and CLEC are required to provide each other the proper signaling

information (*e.g.*, originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN or reasonable alternative (e.g., charge-to-number), and cannot substantiate technical restrictions (*i.e.*, MF signaling) such traffic will be billed as Switched Access. Since either party may be a transit provider for many carriers, the 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 its portion of this traffic, which will not exceed more than 5% of the total Exchange Service EAS/Local and Exchange Access (IntraLATA Toll) Traffic delivered to the other Party.

7.3.9 To determine the responsible originating carrier of all calls for billing purposes, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify 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 Transmission); 3) the number of trunks to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest local tandem and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. This information can be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: www.uswest.com/carrier/bulletins/process.html, and is required to ensure that Qwest routes CLEC's traffic appropriately.

7.4.3 When CLEC has a DS3 Entrance Facility or has purchased a DS3 private line facility to establish a InterLCA Facility, CLEC will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if CLEC has a DS1 Entrance Facility or has purchased a DS1 private line facility to establish a InterLCA Facility, CLEC will be responsible for identification of the DS1 channels of the DS1 private line to be used to provide circuit facility assignment. The DS-1 or DS-3 entrance facilities may ride a higher capacity optical carrier SONET Private Line Transport Services system as part of the interconnection option.

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

7.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for Exchange Service EAS/Local Traffic. Separate trunks will be ordered to Qwest's

access tandem only for Exchange Access (IntraLATA toll) and Jointly Provided Switched Access traffic.

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case Basis.

7.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on Qwest's web site: http://www.uswest.com/carrier/guides/interconnect/

7.4.8 CLEC may cancel an order for LIS at any time prior to notification by Qwest that service is available for CLEC's use. If CLEC is unable to accept LIS within 30 calendar days after the original service date, CLEC has the following options:

a) The order for LIS will be canceled; cancellation charges as noted in 7.3.5.1 apply; or

b) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by CLEC, will be the 31st calendar day beyond the original service date of the order for LIS.

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), Small Exchange Carrier Access Billing (SECAB) 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. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide. Switched Access includes phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC end offices and billed percentages (BPs) 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 and 11-50-XX records sent by Qwest to CLEC in an EMR mechanized format. These records are used to provide information necessary for CLEC to bill the Interexchange Carrier for Jointly Provided Switched Access Services and

8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit 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 and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the WSP. CLEC will provide to Qwest information to be able to provide transit 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 and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent by Qwest to CLEC in an EMR mechanized format. These records are used to provide information necessary for CLEC to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and 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 exchanges 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 service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment owned by CLEC within Qwest's Wire Center that is necessary for accessing unbundled network elements (UNEs), ancillary services, and Interconnection. Collocation includes the leasing to CLEC of physical space in a Qwest Wire Center, as well as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Wire Center. Collocation also allows CLECs to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are six types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, and Adjacent Collocation

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 and maintain in Qwest's Wire Center. CLEC does not have physical access to its equipment in the Qwest Wire Center.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space up to a maximum of 400 square feet, for placement of its equipment within Qwest's Wire Center for the purpose of interconnecting with Qwest finished services or accessing unbundled elements. Requests for space in excess of 400 square feet will be considered on an individual case basis. 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 Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing Qwest 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 Physical Collocation -- allows two or more CLECs to share a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved interconnection agreement, may share use of that space, in accordance to terms and conditions agreed to between the two CLECs. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC. Qwest shall not place unreasonable restrictions on 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 such a sublease-type arrangement, CLEC will not be allowed to charge the shared occupant a charge in excess of the rate they are being charged by Qwest. In addition, if two or more CLECs who have interconnection agreements with Qwest utilize

a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator.

8.1.1.5 Interconnection Distribution Frame ("ICDF") Collocation -- is offered for the purpose of facilitating CLEC's combining of unbundled network elements 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 Interconnection Distribution Frame (ICDF) to combine UNEs 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 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 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 there is insufficient space in the Qwest Wire Center to accommodate any of the other forms of collocation. The specific terms and conditions for adjacent collocation will be developed on an individual case basis, depending on the specific needs of CLEC and the unique nature of the available adjacent space.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 With respect to any technical requirements or performance standards specified in this Section, Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory.

8.2.1.2 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.

8.2.1.3 Demarcation Points for unbundled network elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by CLEC. There are two standard demarcation points where unbundled network elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. A second standard demarcation point is at an Interconnection Distribution Frame. Alternatively, the demarcation point 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, such as an ICDF, 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.

8.2.1.4 Qwest will provide a connection between unbundled network elements 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 another demarcation point mutually-agreed to by the Parties.

8.2.1.5 CLEC may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point.

8.2.1.6 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's transmission and cross-connection equipment within Qwest's Central Office. 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.

8.2.1.7 All equipment placed shall meet Network Equipment Building System (NEBS) standards and will be installed in accordance with U S WEST Technical Publications 77350, 77351, 77355, and 77386. Qwest shall provide standard central office alarming pursuant to U S WEST Technical Publication 77385.

8.2.1.8 Upon request by CLEC, Qwest will submit to a requesting CLEC a report including:

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

8.2.1.9 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a Qwest Central Office 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 (bay at a time), 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 a second choice for collocation on its original Collocation request, Qwest will determine the feasibility of the second choice in the event CLEC's first choice is not available. In the event that Qwest requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well

8.2.1.10 If Qwest denies a request for Collocation in a Qwest Wire Center due to space limitations, Qwest shall allow CLEC representatives to tour the entire Wire Center premises escorted by Qwest personnel within ten days of the denial of 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 Wire Center make Collocation impractical, Qwest and CLEC may present their arguments to the Board

8.2.1.11 Qwest shall submit to the Board, subject to any protective order as the Board may deem necessary, detailed floor plans or diagrams of any premises where physical Collocation is not practical because of space limitations

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

8.2.1.13 If a request for Collocation is denied due to a lack of space in a Qwest Central Office, CLEC may request Qwest to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. CLEC has thirty (30) business days to accept the quote. If CLEC accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

8.2.1.14 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

8.2.1.15 Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of transmission equipment or cross-connection equipment for the purposes of Collocation. Requests for reclamation or grooming shall be in accordance with the ordering provisions of this Section.

8.2.1.16 All equipment and installation shall meet earthquake-rating requirements.

8.2.1.17 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.

8.2.1.18 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

8.2.1.19 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.

8.2.1.20 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 Central Office, provided space is available.

8.2.1.21 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest Account Manager. Qwest shall provide CLEC a quotation for the costs of removing CLEC's collocated equipment and associated cabling and structure, which will be paid by CLEC within 30 days of the removal of the equipment by Qwest. CLEC will not be charged for the removal of equipment or cabling that is owned and removed by CLEC in their Physical Collocation space.

8.2.1.22 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest end-users. The direct connection to Qwest's network is provided to CLEC through direct use of 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.

8.2.1.23 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, such as a Single Point (SPOT) frame, and without direct access to the COSMIC (TM) or MDF. This provides a clear and logical demarcation point for Qwest and CLEC.

8.2.1.24 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Wire Center to determine if cross connection frame alternatives exist, and may request, through the BFR process, use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's collocation space to the MDF or COSMIC frame.

8.2.1.25 Conversions of the various Collocation arrangements (e.g., virtual to physical) will be considered under the Bona Fide Request Process described in the Bona Fide Request Process Section of this Agreement. CLEC must pay all associated conversion charges.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services.

8.2.2.2 CLEC will not have physical access to the Virtual Collocated equipment in the Qwest Wire Center. However, CLEC will have physical access to the demarcation point in the Qwest Wire Center.

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 Wire Center buildings.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's Virtual Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtual collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Qwest Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (*e.g.*, electrical, functional, physical and software) of CLEC's virtual collocated equipment.

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 Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Central Office. This includes per diem charges (*i.e.*, expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment.

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 and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Board 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 Wire Centers on a space-available, first come, first-served basis.

8.2.3.3 The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by Qwest on an individual case basis. Within twelve (12) months of the actual Ready For Service date or the projected Ready for Service date, whichever is later, CLEC must efficiently use the leased space, no more than 50% of the floor space may be used for storage cabinets and work surfaces.

8.2.3.4 Qwest will design the floor space within each Wire Center 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 U.S. WEST 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 and is responsible for the installation, maintenance and repair of its transmission equipment located within the physically collocated space leased from Qwest.

8.2.3.7 CLEC must use leased space and begin installation of telecommunications equipment within sixty (60) days of the actual Ready for Service date or the projected Ready for Service date, whichever is later, and may not warehouse space for later use.

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 standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, Qwest has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense.

8.2.3.10 All equipment placed will be subject to random audits conducted by Qwest. These audits will determine whether the equipment meets the standards required by this Agreement. CLEC will be notified of the results of the audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet Qwest technical requirements, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, Qwest may have the equipment removed or the condition corrected 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 Collocated 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 to construct the cage in accordance with the applicable technical publications. All CLEC equipment placed will meet NEBS 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. These two Qwest Technical Publications must be in the possession of CLEC and its agents at the site during all work activities.

8.2.3.13 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. 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 CLECs' 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 three 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.

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 central office and a C-POI outside the central office where CLEC shall terminate its fiber-optic facility.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the Collocation Point of Interconnection (C-POI) outside Qwest's Central Office. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to 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.

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 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between 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 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

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

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 Dual entry into a Qwest Wire Center will be provided only when 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 a 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 between its Wire Center and its Collocation space in a Qwest Wire Center.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport between CLEC's Wire Center and CLEC's Collocation space in the Qwest Serving Wire Center.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.

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 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 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 and finished services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 To the extent that CLEC's requested use of the Interconnection Distribution Frame results in Qwest incurring building or frame additions other than the ICDF, construction charges will apply.

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 Order Form. 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.

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 125% of request. Charged on a per ampere basis.

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 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration.

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.

A) Terminations are purchased by CLEC to connect their Caged or Cageless Collocation to the ICDF for the purpose of accessing unbundled network elements. 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 their 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.

B) Terminations must be purchased in the following increments: DS0 in blocks of 100 terminations; DS1 in increments of 28 terminations; DS3 in increments of one (1) coaxial cable or fiber pair. This element is provided as negotiated between CLEC and Qwest.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Central Office for the purpose of Collocation. Charges are assessed per CLEC employee, per card on a monthly basis. Video cameras and other Central Office Security infrastructure may be required and will be assessed on an Individual Case Basis.

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. 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 Wire Centers 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 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.

8.3.2 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. The amount of training billed to CLEC will be reduced by half, should a second CLEC in the same metropolitan area select the same virtually collocated equipment as CLEC.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the 7-foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. 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 the 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 Wire Center areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the 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 foot high cage enclosure available in increments up to 400 square feet. CLEC may choose from Qwest approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with U S WEST's installation Technical Publication 77350. Pricing for the Space Construction and Site Preparation is described in Exhibit A.

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); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Wire Center 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 Collocation Grounding Charge. Used to connect the central office 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 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by CLEC, the cost of extending the unbundled network elements or ancillary services to the demarcation point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

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 Order Form and Quote Preparation Fee (QPF) to Qwest.

8.4.1.2 Any changes, modifications or additional engineering requested by CLEC, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Order Form. Such requests will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; *e.g.*, feasibility, quotation, or after down payment.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of CLEC's equipment within the Central Office. The feasibility study will be completed within seven (7) calendar days of receipt of the QPF. If space is available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Order Form and QPF. Adding plug-ins, *e.g.*, DS1 or DS3 cards to existing Virtually Collocated equipment, will be processed within ten business days.

8.4.2.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges. If CLEC agrees to terms as stated in the Collocation Price Quote, CLEC must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, Qwest will complete the installation within ninety (90) calendar days from receipt of CLEC's equipment. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with CLEC on an individual case basis. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space and power can be found for the placement and operation of CLEC's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by Qwest will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to CLEC for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work.

8.4.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

8.4.3.3 The intervals in the Ordering Section above apply to a maximum of five (5) Collocation orders per CLEC per week. If six (6) or more Collocation orders are required by CLEC in a one-week period, intervals shall be individually negotiated.

8.4.4 Ordering - Interconnection Distribution Frame Collocation

8.4.4.1 CLEC shall submit an ICDF Collocation Order Form to Qwest. The ICDF Collocation Order Form shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of 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 Central Office.

8.4.4.2 Upon receipt of an ICDF Collocation Order Form, Qwest will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within ten (10) business days from date of receipt of the order form. Qwest will develop a quote for the supporting structure within twenty-five (25) business days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down construction by Qwest will begin. When space requirements are available, the ICDF Collocation will be available to CLEC for ordering of Unbundled Network Elements ninety (90) calendar days after receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work.

8.4.4.3 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required

to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include frame construction where existing ICDF capacity is not available.

8.4.4.4 The intervals in the Ordering Section above apply to a maximum of five (5) Collocation orders per CLEC per week. If six (6) or more Collocation orders are required by CLEC in a one-week period, intervals shall be individually negotiated.

8.4.4.5 When ordering UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, each UNE or ancillary service is ordered separately, using the existing ordering forms and intervals for the specific UNE or ancillary service.

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 50% balance, CLEC may begin submitting service order requests for Qwest transport services and/or UNEs or ancillary services.

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 C-POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. 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 Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will turn over access to the space and provide

security access to the Wire Center. CLEC will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package, which shall activate the monthly billing for leased space. CLEC may then proceed with the installation of its equipment in the Collocation space. Once CLEC's equipment has been installed and tie cables have been terminated on CLEC-provided cross connection equipment, Qwest will complete all remaining work activities. A second completion package will be provided for CLEC's approval of the project. This completion package will initiate the recurring Collocation charges associated with the remaining recurring charges (*e.g.*, Collocation Entrance Facility, DC Power, etc.)

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, CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Wire Center housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Caged and Cageless 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 correct procedures to dress and terminate jumpers on the ICDF, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, CLEC is required to provide its own tools for such operations.

Section 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Board which are currently being challenged by Qwest or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. Qwest is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be 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, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Board for pricing, service standards, or other matters covered by this Agreement. This Section shall be considered part of the rates, terms, and conditions of the unbundled network element arrangement contained in this Agreement, and this Section shall be considered legitimately related to the purchase of each unbundled network element arrangement contained in this Agreement.

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. Qwest shall provide to CLEC on a non-discriminatory basis unbundled network elements of substantially the same quality as the network facilities that Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

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

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, ancillary service or interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as 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) at another demarcation point mutually-agreed to by the Parties.

9.1.8 CLEC may connect UNEs in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element that Qwest provides to itself. Qwest will not restrict the types of telecommunications services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment CLEC owns. Qwest will provide CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

9.1.9 Except as set forth in the UNE Combinations Section, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations.

9.1.7 Installation intervals for unbundled loops are contained in Exhibit C. Installation intervals for other UNEs are provided herein or in the Interconnect and Resale Resource Guide.

9.1.6 Maintenance and repair is described herein. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, 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. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules.

9.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

9.1.11 Exhibit A of this Agreement contains the rates for unbundled network elements.

9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

9.2 Unbundled Loops

9.2.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

9.2.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and ADSL. 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 determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.

9.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (*e.g.*, removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Agreement. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.6 For DS1 or DS3 Capable Loop, Qwest will provide access to the existing electronics at both ends including any intermediate repeaters.

9.2.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

9.2.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.

9.2.2.8 When CLEC requests an ADSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Agreement.

9.2.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation.

Qwest will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Agreement.

9.2.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document order the service order. Qwest will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Agreement.

9.2.2.9.3 Coordinated Installation with Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Agreement. The following are the performance tests generally performed by loop type:

- **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

- **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

Digital Capable Loops

- **Basic Rate ISDN 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

- **DS1 Capable Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

- **DS3 Capable Loops**
  Continuity Testing

- **ADSL Qualified 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

9.2.2.9.4 Coordinated Installation without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing Qwest or other CLEC end user changing to CLEC, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, Qwest will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, Qwest will notify CLEC that the procedure has been completed. Coordinated Installation without Comprehensive Testing rates apply for this option and are contained in Exhibit A of the Agreement.

9.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided by UDIT, as described in the UNE – UDIT Section of this Agreement.

9.2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary 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 (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.

(a) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.

(b) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.

9.2.2.13 Facilities and lines furnished by Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said premises at any reasonable hour to test and inspect 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.

9.2.2.14 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at CLEC's end user premises.

9.2.2.15 When requested by Qwest, CLEC must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC to provide service to that end-user location.

9.2.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Agreement.

9.2.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog 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. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

9.2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.

9.2.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 capable Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical

parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Basic Rate ISDN and DS1 capable 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. DS3 capable loops will be provided on a fiber optic transmission technology Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

9.2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

9.2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Exhibit A, include the following

a) Installation charges;

b) Conditioning charge.

9.2.3.6 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are found in Exhibit A.

9.2.3.7 Out of Hours Coordinated Installations

9.2.3.7.1 For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

9.2.3.7.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

9.2.3.7.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

9.2.3.7.4 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).

9.2.3.7.5 CLEC will incur additional charges for out of hours-coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

9.2.3.7.6 Qwest will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that Qwest has received the service request. The FOC does not indicate that Qwest has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

9.2.4 Ordering Process

9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in Access to Operational Support Systems Section of this Agreement.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of this Agreement.

9.2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

9.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

9.2.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

9.2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops and DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit C to this Agreement.

9.2.4.7 CLEC can request access to existing fiber and other high capacity loops through the BFR process.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. 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. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, CLEC shall be assessed the applicable time and materials charges.

9.2.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

9.2.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a trouble isolation charge shall apply. Maintenance and Repair processes are contained in the Access to Operational Support Systems Section of this Agreement.

9.3 Sub-Loop Unbundling

9.3.1 Description

9.3.1.1 Sub-loop is defined as any portion of the loop that it is technically feasible to access in Qwest's terminals in outside plant, i.e. an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI) or Minimum Point Of Entry (MPOE) including inside wire (owned by Qwest). An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case and/or digging up or trenching underground to reach the wire within.

9.3.1.2 Two types of standard Sub-Loops are available.

a) Two-Wire Unbundled Distribution Loop

b) DS1 Capable Unbundled Feeder Loop

9.3.1.3 Sub-Loop Unbundling is only available after a CLEC-requested Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the Qwest-provided Sub-Loop, and the necessary cross-connections to CLEC-provided facilities. The FCP shall be located in direct proximity to the Qwest Sub-Loop facility accessed by CLEC. The FCP shall be ordered pursuant to the UNE Sub-Loop Unbundling Section herein.

9.3.2 Two-Wire Unbundled Distribution Loop

9.3.2.1 The Two-Wire Unbundled Distribution Loop is a Qwest provided facility from the Qwest FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire Unbundled Distribution Loop includes, but is not limited to, distribution facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC obtains access to this unbundled element at the FDI through an established FCP arrangement, and at the end-user location through the NID.

9.3.3 DS1 Capable Unbundled Feeder Loop

9.3.3.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office Network Interface, which consists of a DSX-1 panel or equivalent, to the Fiber Distribution Interface (FDI) located at the FCP.

9.3.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.4 Terms and Conditions

9.3.4.1 Access to unbundled loop elements may be made, to the extent technically feasible, through the use of the Field Connection Point Process at any technically feasible Feeder Distribution Interface (FDI) and utility room in a multi-dwelling unit.

9.3.4.2 CLEC obtains access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established Collocation arrangements, and at the FDI through the FCP. CLEC must provide the necessary space and meet all premise requirements noted in the technical publication DS1 Capable Sub-Loop.

9.3.4.3 Standard access to a Sub-Loop will be at the Feeder Distribution Interface (FDI) through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the BFR process in this Agreement.

9.3.5 Rate Elements

9.3.5.1 Sub-Loop Non-Recurring Charge - CLEC will be charged a non-recurring basic installation charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

9.3.5.2 Sub-Loop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

9.3.5.3 Sub-Loop OSS Charge - CLEC shall be charged pursuant to Exhibit A to recover the cost of the OSS modifications necessary to provide CLEC access to portions of Qwest's feeder and distribution network facilities on an unbundled, sub-loop basis.

9.3.5.4 Sub-Loop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Access to Operational Support Systems – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6 Ordering

9.3.6.1 CLEC may only submit orders for Sub-loop elements after the FCP is in place. CLEC will use the termination information provided at the completion of the FCP on the LSR for Sub-Loops.

9.3.6.2 CLEC can order sub-loop elements through the Operational Support Systems described in the Access to Operational Support Systems Section.

9.3.6.3 CLEC shall identify Sub-loop elements by NC/NCI codes.

9.3.7 Field Connection Point Description

9.3.7.1 Field Connection Point allows CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. Field Connection Point allows CLEC to access Unbundled Sub-Loops. The Field Connection Point must be in place before Sub-Loop orders are processed. Access to FCPs at the FDI are generally available. Requests for other Field Connection Point configurations will be considered on an individual case basis. The only use of the FDI Field Connection Point is to provide access to Qwest Sub Loops.

9.3.7.2 Feeder Distribution Interface (FDI) Field Connection Point – A FDI Field Connection Point arrangement requires CLEC to build and place equipment adjacent to the Qwest FDI location. Qwest will place a cable between the field connection point and Qwest's Feeder Distribution interface. Qwest will perform the splice at the Field Connection Point. Each Provider will only have access to its own facilities. CLEC will have access to the FCP for maintenance purposes.

9.3.8 Terms and Conditions

9.3.8.1 With the exception specified in subparagraph (a) below, Qwest is not required to build additional space for the purpose of accessing sub-loop elements. Qwest shall not preclude CLEC from constructing its own facilities adjacent to Qwest's facilities. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest's facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third Parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

(a) If CLEC seeks access to Two-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured single point of interconnection to serve the MDU, Qwest will construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for CLEC. In such instance, CLEC shall pay Qwest a nonrecurring charge according to Exhibit A.

9.3.8.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network. The Parties recognize a mutual

obligation to interconnect in a manner that maintains network integrity reliability and security.

9.3.8.3 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Board, wherein Qwest shall have the burden of demonstrating to the Board that there is insufficient space or that the requested interconnection is not technically feasible

9.3.8.4 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable into the Qwest FDI if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC. CLEC will be responsible for placing the cable from the Qwest FCP to their equipment. Qwest will perform all of the initial splicing at the FCP

9.3.8.5 CLEC must arrange for power to its own equipment

9.3.8.6 If Qwest denies a request for FDI Field Connection Point, Qwest will provide to CLEC documentation stating why the request was denied during the feasibility quote process.

9.3.8.7 CLEC may cancel a Field Connection Point request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. CLEC shall be responsible for payment of all costs incurred by Qwest.

9.3.9 Rate Elements

9.3.9.1 Feeder Distribution Interface Field Connection Point – CLEC will complete a Field Connection Point request form. Qwest will develop a quote for the work to be performed based on the information provided by CLEC on the Request Form Qwest will recover the Field Connection Point cost through individual case basis non-recurring charges.

9.3.9.2 Feasibility Fee – Qwest will charge a feasibility fee to recover cost of reviewing the site and engineering work that must be completed to determine if a site is available.

9.3.9.3 Quote Preparation Fee - Qwest will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote

9.3.9.4 Construction Fee – Qwest will charge a fee to recover all cost for building the FDI Field Connection point. This fee will cover the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If CLEC is the first provider in the FDI-FCP, it will pay the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay the initial CLEC 50% of Qwest's quoted price If CLEC is the third CLEC in the FDI-FCP, it will pay each of the original two CLECs 17% of Qwest's quoted price

9.3.10 Repair and Maintenance

Qwest will maintain all of its equipment and CLEC is responsible for maintaining all of its equipment.

9.3.11 Ordering – FDI Field Connection Point

9.3.11.1 CLEC shall submit a Field Connection Point Request Form to a Qwest Account Representative. The Field Connection Point Request Form must be completed in its entirety.

9.3.11.2 Upon receipt of the Field Connection Point Request Form, Qwest will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, Qwest will notify CLEC if a location is technically feasible and Qwest will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.

9.3.11.3 Qwest will construct the FCP within 120 calendar days of receipt of payment from CLEC.

9.3.11.4 After construction is complete, CLEC will be notified of its termination location which will be used for ordering Sub-Loops.

9.4 Line Sharing

9.4.1 Description

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

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

9.4.2.1.2 The POTS splitter must meet the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services currently are limited to ADSL, RADSL and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper loop if Qwest, or another telecommunications carrier, is already using the high frequency spectrum, unless the end user disconnects the original telecommunications carrier's high-frequency service.

9.4.2.1.5 Prior to July 31, 2000, CLEC will not request, and Qwest will not provide, conditioning of Shared Loops to remove load coils, excess bridged taps, or electronics. If Qwest begins to condition copper loops for its xDSL services prior to July 31, 2000, CLEC will have the same option, however, by July 31, 2000, unless another date is agreed to by Qwest and CLEC in writing, CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the end user's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop. After a Shared Loop is ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Shared Loop meets the technical parameters applicable to the data service it intends to provide over the Shared Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

9.2.4.1.7 CLEC will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. CLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.

9.4.2.2 CLEC Collocation Area Splitter

9.4.2.2.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable

reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to this Section of the Agreement.

9.4.2.2.3 Two ITPs and two TIE Cables will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.4 The demarcation points between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross-connected to the ICDF.

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DSO termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000 on the Cosmic/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement. Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two ITPs and four TIE Cables will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC/MDF switch termination, via a second ITP.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment

9.4.3 Rate Elements

9.4.3.1 Recurring Rates for Shared Loop

9.4.3.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.3.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.3.2 Non-Recurring Rates for the Shared Loop

9.4.3.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed will apply

9.4.3.2.2 If CLEC requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps.

9.4.3.3 Non-Recurring Rates for Tie Cable Reclassification

9.4.3.3.1 Reclassification Charge -- A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame restenciling, and any other work performed between CLEC's collocation and the ICDF required to provision Line Sharing.

9.4.3.4 Non-Recurring Rates for Maintenance and Repair

9.4.3.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Access to Operational Support Systems – Maintenance and Repair Section.

9.4.3.4.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.4.3.5 Rates for Common Area Splitter Collocation

9.4.3.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor. These are both recurring and non-recurring charges.

9.4.3.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by Qwest to order the POTS splitter.

9.4.3.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per 100 pair between the POTS splitter and the ICDF.

9.4.3.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Board. In the event interim rates are established by the Board before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Board; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Board.

9.4.4 Ordering Process

9.4.4.1 Shared Loop

9.4.4.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool described in the Access to Operational Support Systems Section. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

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

9.4.4.1.3 Splitter Meet Points for Shared Loop will be provided to CLEC on the Line Sharing Actual Point of Termination (APOT) form specifically for Shared Loop requests. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

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

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

9.4.4.1.6 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but

not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed, or July 31, 2000, whichever is later.

9.4.4.2 Common Area Splitter Collocation

9.4.4.2.1 This section only applies to situations where CLEC orders placement of the splitter in a common area.

9.4.4.2.2 New POTS splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. Standard intervals as contained in Exhibit C will apply.

9.4.4.2.3 New POTS splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. Standard intervals as contained in Exhibit C will apply.

9.4.4.3 TIE Cable Reclassification

9.4.4.3.1 To the extent CLEC has existing TIE Cables extending from an ICDF to its Collocation space, CLEC may request that these existing TIE Cables be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.5 Repair and Maintenance

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

9.4.5.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

9.4.5.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.uswest.com/carrier/guides/interconnect/. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.5.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice

service is so degraded that the end user cannot originate or receive voice grade calls.

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

9.4.5.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.

9.4.5.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate miscellaneous charge.

9.4.5.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one empty splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.4.5.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

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

9.4.6 Other

9.4.6.1 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling CLEC orders for the HUNE; (ii) Qwest's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps.

9.5 Network Interface Device (NID)

9.5.1 Description

The NID provides an interface between Qwest's Loop facility and the end user's inside wire and is considered part of the Unbundled Loop facility. The modular NID is divided into two components, one containing the over-voltage unit (protector), buried service wire and drop terminals, the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

9.5.2 Terms and Conditions

9.5.2.1 If CLEC places its own drop, CLEC will install its own NID. However, CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID 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 and charges will be assessed for the NID and time associated with the request. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

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. However, Qwest will change the NID on an individual request basis. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.3 Rate Elements

9.5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of CLEC's NID to Qwest's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Agreement.

9.5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Agreement. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

9.5.4 Ordering Process

9.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes

and installation intervals are contained in the Access to Operational Support Systems Section of this Agreement.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to CLEC. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device. Maintenance and Repair processes are contained in Access to Operational Support Systems Section of this Agreement

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide 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 two Qwest Wire Centers in the same LATA and state. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDITs and UDITs are available in DS1, DS3, OC-3 and OC-12 bandwidths and such higher capacities as evolve over time where facilities are available. UDIT is also available in DS0 bandwidth. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

9.6.2 Terms and Conditions

9.6.2.1 CLEC is responsible for performing cross connections within their collocation between UDIT, EUDIT and other UNEs, ancillary services and finished services and transmission design work, including regeneration requirements for such connections.

9.6.2.2 CLEC must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and

the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will not be processed until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of pre-existing combinations provided through the UNE Combinations Section, CLEC must have Collocation at both ends of the UDIT.

9.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

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 offices.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

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 offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

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 offices.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

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 3/1 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to twenty four (24) 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all twenty four (24) channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

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 ASR process. Ordering processes are contained in the Access to Operational Support Systems Section of this Agreement.

9.6.4.1.2 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Exhibit C, Section 2.0 to this Agreement.

9.6.4.1.3 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:

a) Service date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

9.6.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

9.6.4.1.5 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 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

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 Operational Support Systems 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 or EUDIT terminations on the CLEC demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

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.

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

9.7.1 Description

9.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers or between a Qwest Wire Center and an end

user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a Qwest Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

9.7.2 Terms and Conditions

9 7 2 1 Qwest will provide CLEC with non-discriminatory access to UDF-IOF and UDF-Loop Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide service to its own end user customers within a reasonable time frame.

9 7 2 2 CLEC will provide Qwest with non-discriminatory access to UDF-IOF and UDF-Loop CLEC will provide UDF of substantially the same quality as the fiber facilities that CLEC uses to provide service to its own end user customers within a reasonable time frame

9 7 2 3 Qwest will provide CLEC with access to existing Dark Fiber facilities CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span

9 7 2 4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two strands (by the pair). CLEC may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period CLEC must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.

b) Qwest will not unbundle Dark Fiber that, as of the day CLEC submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another CLEC

c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to Board by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendancy of the proceeding before Board.

9 7 2 6 Qwest will provide CLEC with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in U S WEST's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.

9.7.2.10 Upon twelve (12) month notification to CLEC or as defined by Board, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by CLEC. This condition would arise in those cases where Qwest is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law. In addition, if CLEC does not achieve and maintain minimal UDF utilization, as outlined previously in this section, within 12 months of the UDF's receipt, Qwest may reclaim the facilities and charge CLEC the normal disconnection charges contained in the Interconnection Agreement. Upon request, the CLEC must provide Qwest with evidence verifying minimum UDF utilization. Qwest may conduct an Audit or Examination of CLEC's utilization of the UDF provided under this Agreement pursuant to the terms of the Audit Section of this Agreement. Qwest will provide an alternative means of service when under-utilization is found. 9.7.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Element or Qwest services, or CLEC facilities. CLEC is responsible for connecting Dark Fiber with CLEC fiber optic terminal or other equipment.

9.7.2.12 CLEC must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of CLEC.

9.7.2.14 For an UDF-Loop terminating at an existing end-user premise FDP, Qwest will provide to CLEC an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 CLEC is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. CLEC shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CLEC facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduits and Rights of Way Section.

9.7.2.16 CLEC will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 Prior to placing an order for UDF, CLEC must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. CLEC must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.

9.7.3.2 The first step of the UDF ordering process is the inquiry process. CLEC must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop CLEC must specify the two Qwest offices or End-user Premise location and the number of fibers requested. Qwest will inform CLEC of the availability of dark fiber that will meet CLEC's request, if any, within 10 business days for an Initial Records Inquiry (IRI)

9.7.3.3 Based on the CLEC request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

9.7.3.3.1 If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), CLEC will submit the Field Verification Quote Preparation (FVQP) form. Qwest will prepare and submit to CLEC a quote along with the original FVQP within 20 business days of the submission of the FVQP form by CLEC. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

9.7.3.3.2 Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify CLEC when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at Qwest Wire Center or End-user Premise

9.7.3.3.3 If spare fiber is available, and CLEC chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days CLEC will be notified that provisioning is complete and the remaining non-recurring 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.

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 Operational Support Systems Section of this Agreement.

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 Qwest wire centers or between a Qwest wire center and customer premise. A complex IRI determines if UDF is available between a Qwest wire center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. 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 or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 30 calendar days. The FVQP is not necessary when the request is between Qwest wire centers or between a Qwest wire center and customer premise (i.e. IRI).

9.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply. Cross-connect charges

apply for each intermediate office terminating at an FDP or like cross-connect point.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.

b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating Qwest Wire Center and the End-user Premise and the terminations and cross connects at both ends.

9.8 Shared Interoffice Transport

Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in Metropolitan Statistical Areas (MSAs) specified in the UNEs - Local Switching Section. In the latter circumstance, market rates apply. Qwest shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches, and between tandem switches.

9.8.2 Terms and Conditions

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

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

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rates described in Exhibit A. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in the UNEs Local Switching Section. In the latter circumstance, market rates apply.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of

routing when ordering a port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include

a) DS1 Port;
b) DS3 Port;
c) Dial Up Access; and
d) Attendant Access.

9.9.3.2 Non-recurring rate elements include

a) DS1 Port;
b) DS3 Port; and
c) Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process

9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC

9.10 Local Tandem Switching

Qwest shall provide Local Tandem Switching in a non-discriminatory manner according to the following terms and conditions.

9.10.1 Description

9.10.1.1 The local tandem switching element establishes a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

9.10.2 Terms and Conditions

9.10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider.

9.10.3 Rate Elements

9.10.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members

9.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

9.10.4 Ordering Process

9.10.4.1 Requests for DS1 Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs - UDIT Section of this Agreement.

9.10.5 Maintenance and Repair

9.10.5.1 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 Operational Support Systems Section of this Agreement.

9.11 Local Switching

Qwest shall provide Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end-users. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to shared transport. Shared transport is described in Section 9.8 of this Agreement.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.4 Line ports include:

a) Analog Line Port; and
b) Digital Line Port.

9.11.1.5 Trunk ports include:

a) DS1 Local Message Trunk Port.

9.11.1.6 The following are attributes of line ports:

a) Telephone Number;
b) Directory Listing;
c) Dial Tone;
d) Signaling (loop or ground start);
e) On/Off Hook Detection;
f) Audible and Power Ringing;
g) Automatic Message Accounting (AMA) Recording;
h) Access to 911, Operator Services, and Directory Assistance; and
i) Blocking Options (900 services).

9.11.1.7 Analog Line Port. The analog line port is a two-wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables CLEC to access vertical features.

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features for the Analog Line Side Port are available separately as follows:

a) Call Hold;
b) Call Transfer;
c) Three Way Calling;
d) Call Pickup;
e) Call Waiting/Cancel Call Waiting;
f) Distinctive Ringing;
g) Speed Call Long – End-user Changeable;
h) Station Dial Conferencing;
i) Call Forwarding Busy Line;
j) Call Forwarding Don't Answer;
k) Call Forwarding Variable;
l) Call Forwarding Variable Remote;
m) CLASS Call Waiting ID;
n) CLASS Calling Name & Number;
o) CLASS Calling Number Delivery;
p) CLASS Calling Number Delivery Blocking;
q) CLASS Continuous Redial;
r) CLASS Last Call Return;
s) CLASS Priority Calling;
t) CLASS Selective Call Forwarding;
u) CLASS Selective Call Rejection;
v) CLASS Anonymous Call Rejection;
w) Call Park (Store & Retrieve); and
x) Message Waiting Indication A/V.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch

connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has interLATA and intraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

a) 2 B & D;
b) 2 Primary Directory Numbers (PDNs);
c) Call Appearances – Two per Terminal;
d) Normal Ringing; and
e) Caller ID Blocking per call.

Additional Vertical Features in each switch are available on an individual case basis.

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.

9.11.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable customer Premise Equipment (CPE) and a PRI ISDN- equipped Qwest Central office.

9.11.1.11.1.3 The PRI central office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

a) 2B+D;
b) Direct Inward Dialing (DID);
c) Direct Outward Dialing DOD);
d) Calling Number Identification;
e) Calling Number Identification Blocking –All Calls;
f) Circuit Switched Data or Voice Data.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

9.11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

9.11.2 Terms and Conditions

9.11.2.1 CLEC may purchase all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the BFR Process contained in Section 17 of this Agreement. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply.

9.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end-users.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in Section 10.3 of this Agreement.

9.11.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described in Section 9.1.4.

9.11.2.5 Unbundled Switching (and therefore Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSSMNDT	Minn.Downtown
	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-users it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end-user is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 For end user customers with four or more access lines located within the Wire Centers specified above, Qwest will charge market rates for Shared Transport in accordance with Exhibit A.

9.11.2.5.3 UNE-P is not available for end user customers with four or more access lines located within the Wire Centers specified above.

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product are available to CLEC on an individual case basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an individual case basis.

9.11.3 Rate Elements

9.11.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section 9.11.2.5.1. In the latter circumstance, market rates apply

9.11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk port, first trunk and each additional trunk

9.11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section 9.11.2.5.1. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located

in density zone 1 in MSAs specified in Section 9.11.2.5.1 In the latter circumstance, market rates apply

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing port.

9.11.4 Ordering

9.11.4.1 Ordering intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Interconnect & Resale Resource Guide. This interval may be impacted by order volumes and load control considerations. The interval will start when Qwest receives a complete and accurate Line Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C, Section 3.0 to this Agreement

9.11.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide

9.11.4.3 Non-switch activated Vertical Features shall be ordered using the Bona Fide Request (BFR) process. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

9.11.4.4 Non-switch resident Vertical Features shall be ordered using the Bona Fide Request (BFR) process. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

9.11.4.5 Unbundled local switch ports are required when ordering unbundled shared transport as described in the Interconnect & Resale Resource Guide

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for interLATA and intraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

Qwest shall provide CLEC with information necessary for CLEC to bill its end users in the form of the actual information that is comparable to the information Qwest uses to bill its own end users.

9.11.5.3 Reciprocal Compensation

Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating local/EAS usage data or a reasonable surrogate for this information.

9.12 Customized Routing

9.12.1 Description

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

9.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in Sections 9.12.3 and 9.12.3.

9.12.2 Terms and Conditions

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

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

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

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

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

9.12.3 Rate Elements

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

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

9.12.4 Ordering Process

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

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

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

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

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

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

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP). Access to Qwest's signaling network provides for the exchange of signaling information between Qwest and CLEC necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and Qwest's switches, and between CLEC's switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from CLEC switch via unbundled transport elements between CLEC's switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs. The Common Channel Signaling used by the Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

9.13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using unbundled network elements (UNEs) as defined in Section 9.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

9.13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (*i.e.*, ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both Qwest and CLEC are obligated to follow existing industry standards as described in Bellcore documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and U S WEST Technical Publication 77342.

9.13.2.4.2 CLEC's switch or network SS7 node must meet industry and Qwest certification standards.

9.13.2.4.3 Unbundled transport facilities as identified in Section 9 of this Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN) will be delivered by CLEC to Qwest in accordance with FCC requirements.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where technically feasible.

9.13.2.4.6 Provisions relating to call related databases (*i.e.*, 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.

9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to each terminating call set up request (ISUP) traversing the Qwest signaling network. Messages, which are transient in nature, will be assessed message rates per terminating call set-up requests. Transient database messages (not destined for Qwest) will be assessed rating on a per transient database request (TCAP). Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

9.13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.

9.13.3.2 Recurring Rates

9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

9.13.3.2.2 Signal Formulation Charge - a per terminating call set up request charge for formulating the ISUP message at a SS7 SP/SSP.

9.13.3.2.3 Signal Transport Charge - a per terminating call set up request or data request charge for the transmission of signaling data between the STP and an end office SP/SSP. This rate element includes separate charges for ISUP and transient TCAP messages.

9.13.3.2.4 Signal Switching Charge - a per terminating call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and transient TCAP messages.

9.13.4 Ordering

9.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

9.13.4.2 Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

9.13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

9.13.5 Maintenance and Repair

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 Section 12 of this Agreement.

9.14 AIN Services

9.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be

installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. CLEC will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

9.14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating switch.

9.14.2 Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process as described in Section 17. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section 9.13) that is transporting the AIN query.

9.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

9.14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test CLEC switch for AIN message transmission to assure quality performance as described in Section 9.13. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS) Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility

analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an individual case basis and is coordinated through the Qwest Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

a) Within five business days of an inquiry, Qwest will provide CLEC with the Service Request Form.

b) Within ten business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

c) Within 15 business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

d) Qwest will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.

e) Within 30 business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.

f) Within 90 business days of end-user approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten days. Qwest will also establish translations at the STP to allow query access from CLEC switch within ten days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.15 Interconnection to Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) Storage

9.15.1.1 Description -- LIDB Storage

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

9.15.1.1.2 Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Bellcore's TR-NWP-000029, Section 10).

9.15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible; the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

9.15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge.

9.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data which is sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

9.15.2 Line Validation Administration System (LVAS) Access

9.15.2.1 Description -- LVAS Access

9.15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

9.15.2.1.2 LVAS access is available only to facility-based CLECs.

9.15.2.2 Terms and Conditions -- LVAS Access

9.15.2.2.1 CLEC will provide Qwest with the following information:

a) The LIDB service requested (*i.e.*, calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

c) The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;

d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;

e) The identity of CLEC's operator services provider for ABS queries;

f) A forecast for changes in volumes of line records, both increases and decreases; and

g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

9.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.

9.15.2.2.3 Within one business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.

9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.

9.15.2.2.5 Reserved for future use.

9.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

9.15.2.3 Rate Elements -- LVAS Access

9.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest as shown in Exhibit A, for the initial loading of CLEC's end user line record information, for LIDB and/or ICNAM, including the formatting of data so that it may be loaded into LVAS. If the initial load of ICNAM records are provided with the initial load of LIDB records, a single LIDB/ICNAM charge as described in Exhibit A applies. If initial ICNAM records are not provided by CLEC for loading together with the initial LIDB record load, a LIDB/ICNAM charge applies to the ICNAM load, and a second LIDB/ICNAM charge applies to the LIDB load.

9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product, which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's end users. Qwest will charge CLEC for each addition or update processed.

9.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten digit line number using an inquiry of its end user data.

9.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

9.15.2.4 Expedited Request Charge for Manual Updates - CLEC may request an expedited manual update to the LIDB database that requires immediate action (*i.e.*, deny PIN number). Qwest shall assess CLEC an expedited request charge for each manual update.

9.15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

9.15.2.6 Billing - Line Validation Administration System (LVAS) Access.

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

9.15.3 LIDB Query Service

9.15.3.1 Description - LIDB Query Service

9.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

9.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

9.15.3.2 Terms and Conditions - LIDB Query Service

9.15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

9.15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Bellcore's GR905, TR954 and U S WEST's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with section 9.15.1 (LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing CLEC's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

9.15.3.3 Rate Elements - LIDB Query Service

9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.

9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

9.15.3.4 Ordering - LIDB Inquiry Service

9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

9.15.3.4.3 In addition to the LIDB Request Form, hub providers requesting LIDB services on behalf of CLECs must furnish Qwest a Proof of Authorization to prove that they have CLEC authorization to provide these services. This letter must be on file prior to provisioning.

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC end user lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC end user lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or

uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification does not have an additional charge.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

9.16 8XX Database Query Service

9.16.1 8XX Database Query Service is an originating service, which provides the Carrier Identification Code (CIC), and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

9.16.2 8XX Optional Features

9.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

a) Routing by originating NPA-NXX-XXXX;
b) Time of day;
c) Day of week;
d) Specified date; and
e) Allocation by percentage.

9.16.3 Rate Elements

9.16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement.

9.16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an interexchange carrier, the call shall be handled as jointly provided

switched access. If CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access tariff.

9.16.3.3 Non-recurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 section of Exhibit A.

9.16.4 Ordering Process

9.16.4.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

9.16.4.2 The information and time intervals to order STP (links and ports) are contained in the Common Channel Signaling Capability/SS7 Section of this Agreement. STP links and ports are required with 8XX Database Query Service.

9.16.4.3 8XX Database Query Service shall be provided within 30 days after CLEC has access to the Qwest local STP.

9.16.5 Technical Requirements

9.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated switch.

9.16.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

9.16.6 Interface Requirements

The signaling interface between CLEC's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

9.16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

9.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

9.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

9.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

9.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

9.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

9.16.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling Party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling Party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

9.17.2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling Party's end user information is stored in the Qwest ICNAM database. As a result, the called Party end user can identify the calling Party listed name prior to receiving the call, except in those cases where the calling Party end user has its ICNAM information blocked.

9.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information, which identifies the calling Party end user.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via Links, which are described and priced in the CCSAC/SS7 Section of this Agreement.

9.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

a) Bellcore-SS7 Specification, TR-NPL-000246;
b) ANSI-SS7 Specifications;
c) Message Transfer Part T1.111;
d) Signaling Connection Control Part T1.112;

e) Transaction Capabilities Application Part T1.114;
f) Bellcore-CLASS Calling Name Delivery;
g) Generic Requirements, TR-NWT-001188; and
h) Bellcore-CCS Network Interface Specifications, TR-TSV-000905.

9.17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

9.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

9.17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

9.17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling Party requests privacy, CLEC will not reveal that caller's name or number to the called Party (CLEC's end user). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Board rules, with regard to honoring the privacy indicator.

9.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its end user after CLEC initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the rights to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service.

9.17.3 Rate Elements

9.17.3.1 Rate elements for ICNAM services are contained in Exhibit A of this Agreement. If the initial load of ICNAM records are provided with the initial load of LIDB records, a single LIDB/ICNAM charge as described in Exhibit A applies. If initial ICNAM records are not provided by CLEC for loading together with the initial LIDB record load, a LIDB/ICNAM charge applies to the ICNAM load, and a second LIDB/ICNAM charge applies to the LIDB load.

9.17.4 Billing

9.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.

9.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

9.17.5 Ordering Process

9.17.5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services. Section 9.13 contains information on ordering SS7 and STP links and ports.

9.17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin 30 days after Qwest has received from CLEC its database information.

9.17.5.3 If CLEC has no existing end-user base, then ICNAM service will begin seven (7) days after Qwest receives the CLEC order.

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 conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled loops, ancillary and finished services. When Qwest constructs to fulfill CLEC's request for unbundled loops, ancillary and finished services, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in Section 19. When CLEC orders the same or substantially similar service available to Qwest end users, 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 tariff or where such charges would not be applied to a Qwest end user.

9.20 Reserved for Future Use

9.21 Reserved for Future Use

9.22 Reserved for Future Use

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to pre-existing combinations of unbundled network elements in accordance with 47 C.F.R. 51.315(b) including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.

9.23.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the "necessary" and "impair" standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. Qwest will, upon request, allow CLEC to access pre-existing combinations of such unbundled network elements, in accordance with 47 C.F.R. 51.315(b).

9.23.1.2.1 Qwest will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly added by the State Board according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction, the FCC or Board stays, vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then, this Agreement shall be amended to reflect such change and that element or elements will no longer be available as part of a preexisting combination of elements. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision of this Agreement.

9.23.1.2.2 Qwest will not uncombine any network element, facility, feature, or service for CLEC to produce a combination of elements that were not already in a preexisting combined state.

9.23.1.2.3 Qwest will not, on behalf of CLEC, combine any element in its network or any UNE Combination with CLEC's network elements, features or services to create a finished service. CLEC must perform this work for itself within its collocation arrangement.

9.23.1.2.4 Qwest will not, on behalf of CLEC, create combinations of network elements, facilities or features that it does not already have in a preexisting state.

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

9.23.1.2.6 If, at any time, a court, the FCC, the State Board, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CLEC's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, Qwest shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

9.23.2 Description

UNE Combinations are available in five (5) categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CLEC may request access through the BFR Process set forth in CLEC's Agreement.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide CLEC with non-discriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that Qwest provides service to its own retail end-users, (b) in substantially the same time and manner as the comparable service that Qwest provides to its own retail end-users and (c) with a minimum of service disruption.

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

9.23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks that are already in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P-PBX includes the following pre-existing combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port and Shared Transport. The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.3.1 Qwest will begin making UNE-P-PBX pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE

Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in Section 9.23.5

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

9.23.3.4.1 Qwest will begin making UNE-P-DSS pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to UNE-P-DSS pre-existing combinations according to the standard intervals set forth in Section 9.23.5.

9.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines that are already in their pre-existing combined state are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.5.1 Qwest will begin making UNE-P-ISDN pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to UNE-P-ISDN pre-existing combinations according to the standard intervals set forth in Section 9.23.5.

9.23.3.6 "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits that are already in their pre-existing combined state are available to CLEC as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. Qwest will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. The remaining standard offerings are under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement. Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

9.23.3.6.1 Qwest will begin making Private Line Local Exchange UNE Combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide CLEC with access to Private Line Local Exchange UNE

Combinations according to the standard intervals set forth in Section 9.23.5.

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

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

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

9.23.3.6.2.2.1 CLEC is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at CLEC's collocation arrangements.

9.23.3.6.2.2.2 CLEC provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percent of total end user lines; and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at CLEC's collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).

9.23.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used

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

9.23.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CLEC can establish to Qwest through documentary and, if available, other evidence that the pre-existing combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will convert the Special Access circuit to a UNE Combination. If after CLEC presents its evidence to Qwest, CLEC and Qwest disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CLEC can then go to the Board at which time CLEC has the burden to establish to the Board by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CLEC meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

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

unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

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

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

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

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

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

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

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

interconnection agreement between CLEC and Qwest.

9.23.3.7 CLEC may request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in 9.23.3.2.

9.23.3.7.1 Only vertical features may be added to the UNE-P-POTS line. Administrative controls specific to Centrex will not be converted.

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

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

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

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

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

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

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

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

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

9.23.3.9.7 CLEC agrees to work in good faith with Qwest, on all issues, including, if necessary, extending standard provisioning intervals, if CLEC orders and/or projects orders for more than 500 UNE-P lines in any one month.

9.23.3.10 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the pre-existing combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible Party before the pre-existing combination of elements is available for conversion into a UNE Combination.

9.23.3.11 If CLEC requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 9.23.5. After placement of an order for UNE-P or UNE-C services, in the event the Parties anticipate significant delay past normal intervals due to high volumes or other issues, the Parties shall agree upon an appropriate implementation schedule and effective billing date.

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

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

9.23.3.14 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall

be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Board rules and notice requirements.

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

9.23.3.16 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a pre-existing combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in Section 9.11.2.5.1.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CLEC's Agreement and Exhibit A for both recurring and non-recurring 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. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CLEC's Agreement and Exhibit A.

9.23.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

9.23.4.2 If the Board 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.

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 by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by Qwest end users.

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

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

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

9.23.5 Ordering Process

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

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

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

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

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

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

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

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

9.23.5.8 CLEC agrees that it will only submit the following types of orders to Qwest for conversion to UNE-P: (a) conversions from resale, (b) conversions from retail, and (c) orders where facility check states that "soft dial tone" is in place. If CLEC submits an order that does not statisfy one of the above, Qwest will reject the order and such rejection will not count against Qwest's performance reporting as set forth in Section 20.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user 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 users may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user, without the written consent of Qwest.

Section 10.0 - ANCILLARY SERVICES

10.1 Interim Number Portability

10.1.1 Description

10.1.1.1 Interim Number Portability ("INP") service is an arrangement that allows an end user customer to retain its dialed telephone number when switching to another service provider. INP service can be provided by Qwest to CLEC or by CLEC to Qwest. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor."

10.1.1.2 INP applies to those situations where an end user elects to transfer to a new service provider and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

10.1.1.3 INP is available as INP-Remote Call Forwarding ("INP-RCF"), Direct Inward Dialing ("DID"), and Directory Number Route Index ("DNRI") and NXX Migration. DNRI is available as either direct to an end office or through a tandem, also referred to as DNRI Tandem ("RIPH") or portability hub. NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire central office code (NXX) to the CLEC switch if the code is used solely for one end-user.

10.1.1.4 Remote Call Forwarding (RCF)

10.1.1.4.1 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. With the RCF solution, a permanent RCF is established in Qwest's switch forwarding any incoming call to the number assigned and maintained in the CLEC switch.

10.1.1.4.2 INP via RCF also requires Office Equipment (OE), on a per telephone number basis. The INP Requestor will need to provide a forecast of deployment sites and estimated quantities of ported numbers to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center, IAC, to determine if OE is available.

10.1.1.5 Direct Inward Dialing (DID)

DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and CLEC's switch. The traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing the Calling Line ID to the CLEC switch. With DID, because there is no SS7 capability, there are CLASS feature limitations. For DID,

the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office

10.1.1.6 Directory Number Route Indexing (DNRI)

DNRI permits incoming calls to be ported to the INP Requestor's switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's switch. The INP Provider will deliver the dialed seven digit telephone number to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported. DNRI tandem routing requires an additional 30 day lead time to establish technical requirements for routing the ported calls.

10.1.2 Terms and Conditions

10.1.2.1 Qwest and CLEC will provide INP service in a non-discriminatory manner and with as little impairment of functioning, quality, reliability and convenience as possible.

10.1.2.2 Qwest will coordinate INP with unbundled loop cutovers in a reasonable amount of time and with minimum service disruption.

10.1.2.3 The Parties shall provide INP on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Board.

10.1.2.4 Until the long term number portability solution, referred to as Local Number Portability (LNP), is implemented by the industry pursuant to regulations issued by the FCC or the Board, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.

10.1.2.5 Once Local Number Portability has been implemented within a Wire Center, INP will no longer be available for ordering within that Wire Center.

10.1.2.6 Upon LNP implementation, the INP offerings will be withdrawn subject to advance notice to the other Party. Both Parties will conform to the Western Region LNP Technical and Operations team guidelines and agreements for completion of INP to LNP conversion activity.

10.1.2.7 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

10.1.2.8 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, the INP Requestor shall enter into a separate agreement with the E911 database provider.

10.1.2.9 Qwest will update its Line Information Database ("LIDB") listings for ported numbers as directed by CLEC. Qwest will restrict or cancel calling cards associated with these ported numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

10.1.2.10. An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the ported number.

10.1.2.11 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

10.1.2.12 Only the existing INP Provider assigned end user telephone number may be used as a ported number for INP.

10.1.2.13 An INP telephone number must be active and assigned to an end user to accommodate INP.

10.1.2.14 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

10.1.2.15 INP is not offered for NXX Codes 555, 976, 960, and coin telephones, and Service Access Codes (*i.e.*, 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

10.1.2.16 The ported telephone number will be returned to the switch, which originally had the ported number when the end user disconnects service from the INP Requestor. The INP Requestor shall not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

10.1.2.17 Forecasts for INP must be included in the forecasting process detailed in Section 7 of this Agreement.

10.1.2.18 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire central office code (NXX) to the CLEC switch if the code is used solely for one end-user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG guidelines and the Central Office Code Administration guidelines) for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.1.3 Ordering

10.1.3.1 Both Parties shall comply with ordering standards as developed by the industry. INP service is ordered via a Local Service Request and associated Number Portability forms. Specific details regarding the ordering of INP service is contained in the Interconnect & Resale Resource Guide.

10.1.3.2 CLEC may order INP service either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.1.3.3 Service intervals for INP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for interim number portability:

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

10.1.3.4 Qwest will provide FOCs to CLECs within a reasonable time, no later than 48 hours after receipt of complete and accurate orders for Regular POTS or Simple Business end-users. The FOC interval for all other complex orders will be within a reasonable time, no later than 8 business days from receipt of complete and accurate orders. The FOC for ICB orders will reflect an ICB FOC date.

10.1.3.5 For purposes of this Section, Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. CLEC may also request a Frame Due Time (FDT) of 5:00 a.m. as a normal business hour, Monday through Friday. Requests for Frame Due Times other than the 5:00 a.m. or 7:00 a.m. to 7:00 p.m. normal business hours shall be considered an out of hours cut.

10.1.3.6 CLEC shall request service within the normal business hours by submitting a Local Service Request (LSR) and designating the requested Frame Due Time. Requests for Frame Due Times within normal business hours will be proactively

managed by Qwest to ensure that the Frame Due Time is met.

10.1.3.7 Out of Hours Cut

10.1.3.7.1 Out of hours cuts permit a CLEC to select either a coordinated or non-coordinated cut for INP service outside of Qwest's normal business hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated cuts at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated Frame Due Times and volumes to be ported out of hours

10.1.3.7.2 CLEC shall request out of hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, CLEC must specify an Out of Hours cut and the type of cut (coordinated or non-coordinated).

10.1.3.7.3 The date and time for the coordinated cut 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 FDT in the same switch (switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time. In the event that this situation would occur, Qwest will negotiate with CLEC to provide the FOC within a reasonable time frame.

10.1.3.7.4 Non-Coordinated Out of Hours Cut

10.1.3.7.4.1 CLEC shall request out of hours non-coordinated cuts by submitting a LSR and designating a 1:00 a.m. FDT (due date) which is outside of the normal business hours. Non-coordinated cuts allow CLEC to request a Qwest FDT of 1:00 a.m. where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m., with the cut completed by 7:30 a.m. of that day (if the requested date is a business day, or by 7:30 a.m. of the next business day).

10.1.3.7.4.2 Conversion desk activities and escalation processes for non-coordinated out of hour cuts are accomplished during the business day prior to the cut.

10.1.3.7.4.3 CLEC will not incur additional charges for non-coordinated out of hours cuts.

10.1.3.7.5 Coordinated Out of Hours Cut

10.1.3.7.5.1 CLECs shall request a coordinated out of hours cut by submitting a LSR and designating the requested FDT.

10.1.3.7.5.2 Out of hours coordinated cuts will be managed by a Qwest project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with CLEC and will occur prior to issuing an FOC.

10.1.3.7.5.3 CLEC will incur additional charges for coordinated out of hours cuts.

10.1.3.8 End User Impacts

10.1.3.8.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (*e.g.*, end user inquiries and complaints).

10.1.3.8.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

10.1.3.8.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (*e.g.*, Loops).

10.1.3.8.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (*e.g.*, Loops).

10.1.3.8.5 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users. Qwest will provide an electronic interface for the purpose of ordering INP service. This interface may be accomplished by either a GUI (Graphical User Interface) or EDI (Electronic Data Interchange).

10.1.4 Maintenance and Repair

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

10.1.4.2 CLEC and Qwest will provide to their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. CLEC and Qwest will provide their repair contact numbers to one another on a reciprocal basis.

10.1.4.3 Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of the Qwest network. Qwest will perform standard tests to isolate and repair the trouble. For INP trouble reports, U S WEST will not be responsible for testing the unbundled loop leased by CLEC.

10.1.4.4 The trouble ticket will be closed by the functional group that corrected the trouble. This group will also contact CLEC to inform them that the ticket has been closed. Current trouble codes and analysis codes will be entered to the trouble ticket.

10.1.5 Rate Elements

10.1.5.1 INP Rate Elements

The Parties will comply with the FCC rules and Board decisions on cost recovery for interim number portability. Exhibit A of this Agreement contains Interim Number Portability rates.

10.1.5.1.1 Number Ported – This is a recurring and nonrecurring cost that is incurred per number ported. It applies to all INP service offerings, Remote Call Forwarding (RCF), DID, and DNRI. For RCF, there is both a first number and additional number ported recurring charge.

10.1.5.1.2 Service Establishment – Per Route, Per Switch. This nonrecurring cost for RCF and DNRI is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor. For DID it is based on DID trunk terminations.

10.1.5.1.3 Service Establishment, per number ported or changes to existing numbers. This is a nonrecurring cost that applies to RCF and DNRI requests.

10.1.5.1.4 Charges for Coordinated Out of Hours Cuts. Charges for coordinated out of hours cuts shall be based upon actual hours worked at Qwest's overtime rate, time and one-half rates for timeframes outside of Qwest's normal hours except for Sundays and Holidays. Charges for coordinated out of hours cuts on Sundays and Holidays shall be based upon Qwest's overtime premium rate, which is double time. Overtime rates will be multiplied by the number of Qwest personnel actively participating in the cut, multiplied by the number of hours required for the cut. Exhibit A of this Agreement contains overtime rates for coordinated out of hours cuts.

10.1.5.1.4.1 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by CLEC. If such information requires modification during the cut and, as a result, non-scheduled employees are required, CLEC shall be charged a four hour minimum callout.

10.1.5.2 Switched Access Revenues. Qwest will comply with the FCC and Board rules regarding the sharing of terminating access revenues. Once the end office switch is converted to long term number portability (LNP), CLEC has the ability to directly bill the Interexchange Carrier, and no sharing of terminating access revenues is required.

10.1.5.2.1 The Switched Access rate elements are identified in U S WEST's Switched Access Tariff.

10.1.5.2.2 Qwest will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis.

10.1.5.2.3 The number of lines to be used in determining the amount of terminating switched access will be extracted from the Qwest corporate data

warehouse once each month. This database contains billed information for posted orders

10.1.5.2.4 The calculation of the terminating switch access charges, along with the appropriate data for the preceding month will be provided to CLEC to support the payment. Qwest will pay the pass through amounts to CLEC within one month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

10.2 Local Number Portability

10.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner. Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption.

10.2.2 Qwest will offer Local Number Portability in compliance with the FCC's rules and regulations. Deployment of LNP will be in accordance with the FCC's implementation schedule. In accordance with industry guidelines, the publication of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG), and the Qwest Website at:

www.uswest.com/disclosures/netdisclosure414/index.html

10.2.3 Upon implementation of LNP pursuant to FCC regulations, both Parties agree to conform to and provide such LNP. Both Parties will conform to LNP industry guidelines, as identified in CC Docket No. 95-116, the North American Numbering Council LNP Architecture & Administrative Plan, the LNP Western Region and/or the consolidated Regional Operations Team requirements and guidelines, and any applicable state guidelines.

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

10.2.5 Both Parties shall comply with ordering standards as developed by the industry. LNP service is ordered via a Local Service Request and associated Number Portability forms. Specific details regarding the ordering of LNP service is contained in the LNP section of the Interconnect & Resale Resource Guide. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.6 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for local number portability:

	Number of Lines	Interval
Simple (1FR/1FB)		
	1-20 lines	4 business days
	21-50 lines	5 business days
	51 or more lines	ICB
Complex (PBX Trunks/ISDN)		
	1-8 lines or trunks	5 business days
	9-16 lines or trunks	6 business days
	17-24 lines or trunks	7 business days
	25 or more lines or trunks	ICB
Centrex		
	1-10 lines	5 business days
	11-20 lines	10 business days
	21 or more lines	ICB
Out of Hours Conversions		
	Any quantity	ICB

10.2.7 Qwest will comply with FCC and Board rules on cost recovery for long term number portability, but Qwest reserves its right to challenge, and seek changes to, such rules.

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

10.2.9 Both Parties agree to comply with intra- and inter-company testing guidelines as established by the Western Region Implementation and Testing Team and/or State specific teams.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 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 users 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 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 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) 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 and 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-users.

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 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 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 data to Qwest's agent for the Qwest ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. 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 data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-004 Recommended Measurements For Data Quality.

10.3.4.5 If it is facilities-based, CLEC will update its end user records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.5 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-users. For resold accounts, CLEC shall provide Qwest with accurate end-user location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain end user 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 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 data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and the third party administrator (SCC) will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if SCC detects errors, it will attempt to correct them. If SCC is unable to correct the error, SCC 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 facility-based CLECs, the third party administrator, SCC, 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.

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 a facility-based CLEC, 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 a reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail end-users which extend from the Qwest end office switch to the Basic 911 PSAP or the E911 tandem. 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, the 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

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by CLEC

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's end users in Qwest's listing database, based on end user information provided to Qwest by CLEC Qwest is authorized to use CLEC end user listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users. Primary listings are defined in Qwest general exchange tariffs

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at U S WEST's General Exchange Listing Tariff rates, less the wholesale discount, as described in Exhibit A.

10.4.2.3 Information on submitting and updating listings is available in Qwest Facility Based and Co-Provider Listings User Documents Qwest will furnish CLEC the listings format specifications. Directory publishing schedules and deadlines will be provided to CLEC.

10.4.2.4 CLEC grants Qwest a non-exclusive license to incorporate CLEC's end user listings information into its directory assistance database Qwest will incorporate CLEC end user listings in the directory assistance database Qwest will incorporate CLEC's end user listings information in all existing and future directory assistance applications developed by Qwest.

10.4.2.5 CLEC end user listings will be treated the same as Qwest's end user listings. No prior authorization shall be required for Qwest to sell, make available, or release CLEC's end user listings to directory publishers, directory assistance providers, or other third parties. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge for updating and maintaining its listings database. CLEC will not receive compensation from Qwest for any sale of listings by Qwest.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to listings only.

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 listings for all CLEC's and Qwest's end users. All requests for white pages directory listings, whether CLEC or Qwest end users, 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 nonpublished and nonlisted listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest end-users, 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 and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure CLEC 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 listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC end-users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end-user request.

10.4.2.13 CLEC represents and warrants the end user information provided to Qwest is accurate and correct.

10.4.2.14 CLEC further represents and warrants that it has reviewed all listings provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted.

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.

10.4.2.16 CLEC agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized 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 Upon request by Qwest, CLEC shall submit proof to Qwest of authorization from each end user for which CLEC submits a change in end user's listing.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. 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 the listings to be included in the white pages directory and directory assistance.

10.4.2.21 CLEC may review and if necessary edit the white page 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 users, including:

10.4.2.22.1 All end user account activity (*e.g.*, end user 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 information (if end user 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 users.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, U SWEST will provide subscriber lists information gathered in Qwest's capacity as a provider of local exchange service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, Qwest Dex, Inc.)(an "Affiliate"), requires such Affiliate 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 provides to Qwest's end users.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page 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 Resale CLECs, which is available on-line through the Interconnect Resale and Resource Guide: http//www.uswest.com/carrier/guides/interconnect/index.html or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the Interconnect and Resale Resource Guide.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA EDI, IMA GUI or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other telecommunications carriers. Qwest provides CLEC non-discriminatory access to Qwest's directory assistance centers, services and directory assistance databases. There are three forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service -- The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's end users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC or with a generic brand, where technically feasible. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand -- Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand -- Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

c) There is a non-recurring charge to load CLEC's brand message in each switch.

d) Qwest will record CLEC's brand message.

10.5.1.1.1.4 Call Completion Link allows CLEC's end users' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the bulk transfer to CLEC of Qwest's directory assistance listings for end users within Qwest's 14 states under a non-exclusive, non-transferable, revocable license to use the information solely for the purpose of providing Directory Assistance Service to its local exchange end users, or for other incidental use by other carriers' end users, subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own directory assistance service, it can obtain Qwest directory listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other local exchange carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote switch. CLEC will be required to order or provide at least one operator service trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLEC's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message for CLEC. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A reseller CLECs' end users will use the same dialing pattern to access directory assistance service as used by Qwest's end users (i.e., 411, 1+411, or 1+NPA+555-1212) unless CLEC makes other arrangements.

10.5.2.9 A facility-based CLEC may choose to have its end-users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest Directory Assistance service.

10.5.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance service by CLEC's end users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services switch. An end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other local exchange carriers that are contained in Qwest's directory assistance database and, where available, related elements required in the provision of Directory Assistance service to CLEC's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information to CLEC on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest end user is a residential, business, or government subscriber, and the listings of other local exchange carriers will specify such information where it has been provided on the other carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone exchange service and telephone toll service, a non-exclusive, non-transferable, revocable license

to use the DA List Information solely for the purpose of providing DA service to its local exchange end users, or for other incidental use by other carriers' end users, subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "Directory Assistance Service" shall mean the provision, via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should CLEC cease to be a telecommunications carrier, a competing provider of telephone exchange service or telephone toll service, this license automatically terminates. DA List information is provided AS IS, WITH ALL FAULTS.

10.6.2.2 CLEC will obtain and enter into its database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for listing accuracy, and will identify itself to end-users calling its Directory Assistance service either by company name or operating company number so that end-users have a means to identify with whom they are dealing.

10.6.2.3 CLEC shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, Qwest's DA List Information shall not be used by CLEC for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, or publishing any form of a directory.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance service for such information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.6 Unauthorized use of Qwest's DA List Information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to Qwest's, another local exchange carrier's, Reseller's or CMRS's telecommunications services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.7 Within five (5) days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media

whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List Information contained in Qwest's database.

10.6.2.8 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.9 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.9.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.9.2 All paper and electronic records will be subject to audit.

10.6.2.10 CLEC recognizes that certain local exchange carriers that have provided DA List Information that is included in Qwest's directory assistance database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement, other than payment terms, with respect to their D A List Information.

10.6.2.11 Qwest will provide a non-discriminatory process and procedure for contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's directory assistance database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own directory assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local exchange service areas in its 14 state operating territory or, where technically feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing EAS/local and intraLATA long distance calls. Qwest will provide non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Qwest will assist CLEC's end users requesting help or information on placing or completing EAS/local calls, will connect CLEC's end users to directory assistance, and will provide other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing end user assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will assist CLEC's end users with completion of intraLATA toll calls and will provide rates for intraLATA toll calls.

10.7.1.1.2.1 Quote Service. Qwest will provide time and charges to CLEC's end users for intraLATA toll calls when an end user requests this service from the operator prior to placing the intraLATA toll call.

10.7.1.1.3 Emergency Assistance. Qwest will provide assistance for handling CLEC's end user's EAS/local and intraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire

10.7.1.1.4 Busy Line Verification. Qwest will perform Busy Line Verification ("BLV") when CLEC's end users request assistance from the operator bureau to determine if there is a telephone call in progress on a called line.

10.7.1.1.5 Busy Line Interrupt. Qwest will perform Busy Line Interrupt ("BLI") when a CLEC's end users request assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that a caller wishes to complete a call to the called party.

10.7.2 Terms and Conditions

10.7.2.1 Facility-based CLEC may interconnect CLEC's operator services type trunks to Qwest's operator services switch at the trunk side of the Qwest operator services host switch or at the trunk side of the Qwest operator services remote switch.

10.7.2.2 Facility-based CLEC must provide operator services type trunks between CLEC's end office and the Interconnection point on the Qwest operator services switch for each NPA served.

10.7.2.3 Trunk provisioning must follow Qwest guidelines. The technical requirements for operator services type trunks are included in the Operator Services Systems Generic Requirement (OSSGR), Bellcore document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.4 CLEC's and Qwest's operator bureaus shall accept BLV and BLI inquiries from the operator bureau of the other party in order to allow transparent provision of BLV/BLI traffic between the parties' networks.

10.7.2.5 Facility-based CLEC will provide separate no-test trunks (in addition to the operator services type trunks) to the Qwest BLV/BLI hub.

10.7.2.6 Qwest will perform operator services for CLEC in accordance with operating methods, practices, and standards in effect for its retail end users. Qwest will respond to CLEC's end user's calls to Qwest's Operator Services according to the same priority scheme as it uses to respond to Qwest retail end user calls. Calls to Qwest's Operator Services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.7.2.7 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may from time-to-time modify and change the nature, extent, and detail of specific operator services.

10.7.2.8 Qwest shall maintain adequate equipment and personnel to reasonably perform operator services. Facility-based CLEC shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides operator services and to provide all information and data needed or reasonably requested by Qwest in order to perform operator services.

10.7.2.9 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC end users at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where technically feasible.

a) Front End Brand – Announces CLEC's name to CLEC end users at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC end users at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.10 Call branding for toll and operator services will entail recording and setup of a CLEC brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.11 Reseller CLEC's end-users will dial "0" or "0+" to access Qwest operator services, unless CLEC makes other arrangements. A facility-based CLEC may choose to have its end users access Qwest operators by dialing a unique number or by using the same dialing pattern as used by Qwest retail end users.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two pricing options. Option A offers a per-call rate structure. Option B offers a per-work-second and a per-computer-handled call rate structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator-Handled Calling Card Call – CLEC will be charged for each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Computer-Handled Calling Card Call – CLEC will be charged for each computer-handled completed call that was dialed 0+ where the end user entered the required information, such as calling card number, and an operator did not handle the call.

10.7.3.1.3 Station Call – CLEC will be charged for each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

10.7.3.1.4 Person Call – CLEC will be charged for each completed person-to-person call regardless of the billing used by the end user.

10.7.3.1.5 Connect to Directory Assistance Call – CLEC will be charged for each operator-placed call to directory assistance requested by CLEC's end user.

10.7.3.1.6 Busy Line Verify Call – CLEC will be charged for each call where the CLEC's end user requests the operator to verify that conversation exists on a line. A charge shall apply for each bury line verify attempt requested by an end user and completed by the operator the line.

10.7.3.1.7 Busy Line Interrupt Call – CLEC will be charged for each call where the CLEC's end user requests the operator to interrupt conversation on a busy line and request release of the line. A charge applies whether or not the called party releases the line.

10.7.3.1.8 Operator Assistance Call – CLEC will be charged for each EAS/local call or intraLATA call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the direct distance dialed rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify ("BLV") or Busy Line Interrupt ("BLI") attempts where CLEC equipment was not available to complete the BLV or BLI request; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user.

10.7.3.2 Option B - Per Work-Second and Per-Computer-Handled Call

10.7.3.2.1 Operator Handled Call - CLEC will be charged per work second for all calls originating from its end users or facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's end user and terminates when the connection between the Qwest operator position and CLEC's end user is terminated.

10.7.3.2.2 Computer-Handled Calls – CLEC will be charged for each computer-handled call. Computer-handled calls are calls that are routed without operator handling, and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge CLEC nonrecurring charges for setup and recording CLEC's brand message and for loading each operator services switch with CLEC's brand message. CLEC must pay the non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time CLEC's brand message is changed. The non-recurring charge to load the switches will also apply each time CLEC's branded message is changed. Exhibit A to this Agreement provides the nonrecurring charges.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed to Qwest operator services by CLEC's end users and facilities

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Call) and Option B (Price Per Work Second and Per Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have the necessary information available to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Each Party will provide the other with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.2 Ducts and Conduits – Each Party will provide the other with access to available underground ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, each Party will provide to the other access to available ROW for the purpose of placing facilities for transmitting Telecommunication Services. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.4 Reciprocity – The rights, benefits and obligations in this Section 10.8 are reciprocal. This Section 10.8 expressly specifies rights, benefits, and duties in the context of CLEC obtaining access to Qwest's poles, ducts, conduit and ROW. However, in the context of Qwest obtaining access to CLEC's poles, ducts, conduit, and ROW, CLEC shall have the duties, benefits, and rights expressly ascribed to Qwest herein, and Qwest shall have the duties, benefits, and rights expressly ascribed to CLEC herein.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Qwest Pole and Attachment and/or Innerduct Occupancy

General Terms and Conditions attached hereto as Exhibit D. Qwest will not favor itself over CLEC when provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles/Innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested Poles/Innerduct route, including estimated distances between major points, the identification and location of the Poles/Innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a bona fide request for such information, except when extensive requests involve the gathering of plats from multiple locations.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles/Innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on Poles/Innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct, conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready fee"). When modifications to a Qwest spare conduit include the placement of Innerduct, Qwest or CLEC will install the number of Innerduct required to fill the duct to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for Innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or Poles/Innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at

CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where technically feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and technical feasibility of splicing in the Central Office Manhole, such action shall be permitted.

10.8.2.10 If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new Poles/Innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest to Qwest. Upon request, Qwest shall permit CLEC to install Poles/Innerduct. Qwest reserves the right to reject any non-conforming replacement Pole/Conduit installed by CLEC that do not conform to the NESC, OSHA or local ordinances. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the

specified reasonable period, occupancy authorizations for the ROW, Poles/Innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct or ROW system and CLEC shall remove its facilities from said Poles/Innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the Poles/Innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that CLEC has in any other way failed to comply with the provisions of this Agreement; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest nor relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.5, 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) calendar 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. "Cause" as used herein shall include but not be limited to CLEC's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct.

10.8.2.19 Qwest may abandon or sell any Poles/Innerduct, conduit or ROW at any time by giving written notice to CLEC. Any Poles, Innerduct, conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of Poles/Innerduct, conduit or ROW, and with the concurrence of the other joint user(s), if

necessary, CLEC shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the Poles/Innerduct, conduit or ROW pursuant to its existing rights under this Agreement if the Poles/Innerduct, conduit, or ROW is purchased by another party; 2) purchase the Poles/Innerduct, conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct, conduit or ROW at the current market value if no other party purchased the Poles/Innerduct, conduit or ROW within this sixty (60) day period.

10.8.2.20 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 by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises CLEC's standard maintenance practices for facilities shall be made available to Qwest upon request. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the Poles/Innerduct covered by any Order, 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 CLEC removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.

10.8.2.22 If any facilities are found attached to Poles/Innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of $200.00 per Pole or $200 per innerduct run between two manholes, plus payment as specified in this Section. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, ducts,

conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern.

10 8 2 25 Nothing in this SGAT shall require Qwest to exercise eminent domain on behalf of CLEC

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Board including the following rates, are reflected in Exhibit A

10 8 3 1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease. Separate Inquiry Fees apply for poles and for innerduct.

10.8 3.2 Field Verification Fee. A non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. The estimated pre-paid fee shall be billed in advance. Separate Field Verification Fees apply for poles and for manholes.

10 8.3 3 Make-Ready Work A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. The estimated pre-paid fee shall be billed in advance.

10 8.3 4 Pole Attachment Fee. A fee, which is charged for the occupancy, including any Make-Ready period, of one foot of pole, space (except for antenna attachment which requires two feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8 3.5 Innerduct Occupancy Fee. A fee which is charged for the occupancy, including any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.4 Ordering

The Ordering Process has distinct steps for ROW, Innerduct and Pole Attachment:

10.8.4.1 Inquiry. Upon request for ROW access, Pole Attachment or Innerduct Occupancy, Qwest will provide CLEC with a document of General Information for Pole

Attachment and Innerduct Occupancy along with a description of the application process. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for attachment or occupancy. CLEC will include the appropriate Inquiry Fee with its inquiry.

10.8.4.2 Inquiry Reviews

a) Inquiry Review - Innerduct. Qwest will complete the database inquiry and prepare a duct structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes or fewer. An inquiry which exceeds the standard will have negotiated completion dates.

b) Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route within ten (10) calendar days of the request. The Qwest field engineer will be informed of CLEC's needs and will report back on the number of poles, pole condition and Make-Ready work, if desired. A statement of the Make-Ready costs, number of poles and lease rates will be provided to CLEC within thirty-five (35) calendar days of the completion of the joint survey when 100 or fewer poles are involved. The Pole quotation shall be valid for ninety (90) calendar days. Qwest will charge CLEC for field engineer time.

10.8.4.3 Request – Innerduct. CLEC will review the Inquiry results and determine whether to proceed with verification. If desired, CLEC will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated verification costs, Qwest will provide the requested information which may or may not include the following as appropriate: a review of public and internal right-of-way records for restrictions and to identify to CLEC what additional right-of-way permission is required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability of existing Innerduct; identification of Make-ready costs required to provide Innerduct; the schedule in which the Make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided on Attachment 2 of the General Information document and shall be completed within thirty-five (35) calendar days for a standard inquiry of Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and CLEC identified in the Cost Quotation.

10.8.4.4 Order – Poles and Innerduct. Upon completion of the procedures described above, Qwest shall provide CLEC a statement of Make-Ready costs and yearly (unless CLEC requests semi-annual) lease rates. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated lease charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of

the accepted Order from CLEC and applicable payment for the Make-Ready fees identified, Qwest will assign CLEC's requested space and complete the Make-Ready work, which may be required. Qwest will notify CLEC when Poles/Innerduct are ready for attachment of facilities.

10.8.4.5 Estimates of Make-Ready in the Order are used to cover actual Make-Ready costs. However, if Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of invoice. Within fifteen (15) business days of a request therefore, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within thirty (30) calendar days of the completion of Make-Ready work. If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request therefore. Such request must be received within sixty (60) calendar days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within thirty (30) calendar days of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last. If Qwest denies the Poles/Innerduct, ROW request, Qwest shall do so in writing, within forty-five (45) days following the request, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any, upon request. Such request must be made within thirty (30) calendar days of CLEC's receipt of written denial. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last.

10.8.5 Billing

CLEC agrees to pay Qwest Poles/Innerduct preparation charges in advance and usage fees ("Fees") in advance as specified in the Request and Order (Attachment 1 and Attachment 2 of the General Information Document). Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual Fees will be assessed as of January 1 of each year. Semi-annual fees will be assessed as of January 1 and July 1 of each year. Such Fees shall be paid within thirty (30) days following receipt of invoices therefor. Fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

10.9 Enhanced Extended Loop

10.9.1 Definition -- Enhanced Extended Loop (EEL) is a service offered by Qwest that allows CLEC to extend loops from the end user premise to a CLEC collocation in a different Wire Center. EEL is for the purpose of connecting an end-user to a CLEC switch EEL consists of a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1 or DS3 equivalent bandwidths.

10.9.1.1 By providing EEL, Qwest does not waive its position that it is not required to provide other combinations of unbundled network elements under (CFR) 51.315.(c).

10.9.2 Terms and Conditions

10.9.2.1 CLEC must utilize EEL to provide a significant amount of local exchange service to each end user served.

10.9.2.2 EEL is only available to serve end user customers served out of the Wire Centers set out in 9.11.2.5.1.

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

10.9.2.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth. When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths. CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

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

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

10.9.2.7 Concentration capability installation intervals will be offered as an ICB.

10.9.2.8 EEL services will only be provided where existing facilities are available.

10.9.3 Rate Elements

10.9.3.1 EEL Link. The EEL Link is the loop connection between the end user premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 bandwidths. Recurring and non-recurring charges apply.

10.9.3.2 EEL Transport. EEL Transport consists of the interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1 and DS3

bandwidths. Recurring and non-recurring charges apply.

10.9.3.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

10.9.3.4 EEL DS0 Channel Card. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

10.9.3.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

10.9.4 Ordering

10.9.4.1 CLEC will submit orders using the ASR process.

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

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

10.9.4.4 One service order is required when CLEC orders a single bandwidth EEL from CLECs collocation to the end user location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

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 users, or their property as it employs to protect its own personnel, end users 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 users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Qwest telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. CLEC is responsible for covering its 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 verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

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 similar responsibility for its employees.

11.11 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 equipment line-ups, CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

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-U.S.WEST-SECURE. In cases of emergency, CLEC shall call 911 and 1-888-U.S.WEST-SECURE.

11.14 CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 CLEC employees will ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 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 CLEC's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting CLEC to denial of unescorted access.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the 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 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.

11.23 Qwest employees may request CLEC's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

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 will be asked to vacate the premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.

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 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 7 days a week, 24 hours a day.

11.31 CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

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

social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel

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, 900 and 976 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

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

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 part of an Unbundled Local Switching 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 24 hour a day, 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 Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide 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.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 CLEC shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

12.2.1.2 The IMA EDI interface provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is transaction based, rather than batch based. The interface standards for IMA 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 standards are specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.

12.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions

12.2.1.4.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

12.2.1.4.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42html.

12.2.1.5 Forecast of Usage

12.2.1.5.1 CLEC shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

12.2.1.5.2 Qwest will use CLEC's forecast to provide CLEC sufficient capacity to provide the services and elements requested. If CLEC exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, CLEC's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. Qwest will attempt to notify CLEC before discontinuing CLEC's use of the IMA GUI or IMA EDI server; however Qwest reserves the right to discontinue use if it is unable to contact CLEC.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecureIDs, CLEC shall use a T1 line instead of dial-up capabilities.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to Qwest from CLEC. It is CLEC's responsibility to obtain the appropriate software to interface with Qwest's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).

12.2.1.7 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from CLEC to Qwest. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction.

12.2.2 Maintenance and Repair

12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They 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.

12.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

12.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

12.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

12.2.2.5 Functions

12.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at http://www.uswest.com/carrier/training/imarepguide.html.

12.2.3 Hours of Operation

12.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauswer_42.html.

12.2.3.2 Qwest shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.

12.2.3.3 The preceding times represent the period of when Qwest commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. Qwest's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide CLEC current repair contact numbers.

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.

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 provide more detailed information than the bills They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

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. The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

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. The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

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 Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320;

which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

a) Resale; and

b) Unbundled Switch Port.

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 has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

a) Interim Number Portability;

b) Resale;

c) Unbundled Loop; and

d) Unbundled Line-side Switch Port.

This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

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 the following list of products:

a) Interim Number Portability;

b) Resale;

c) Unbundled Loop; and

d) Unbundled Line-side Switch.

This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

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 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

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 Modifications to OSS Interfaces

CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (*e.g.*, data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at http://www.uswest.com/disclosures/netdisclosure409html-interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs or as negotiated during the review session.

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 based on regulatory obligations as dictated by the FCC or state commissions and, as time permits, the agreed upon changes

requested by the CLEC Industry Change Management Process (CICMP) Qwest will provide to CLEC the features list for modifications to the interface Specifications for interface modifications will be provided to CLEC three weeks prior to the release date CLEC is required to upgrade to the current release within six months of the installation date.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for CLEC.

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.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

12.2.8.1 Qwest will support previous IMA EDI releases for six (6) months after the next subsequent IMA EDI release has been deployed.

12.2.8.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.3 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.4 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. For each new release a decision will be made for each product as to the necessity of re-certification. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.5 CLEC Responsibilities for On-going Support for OSS Interfaces is documented in the next section.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the IMA GUI interface, CLEC must work with Qwest to train CLEC personnel on the IMA GUI functions that CLEC will be using. Qwest and CLEC shall concur on which IMA GUI functions should be included in CLEC's training. Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion.

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 IMA EDI interface.

12.2.9.3 If CLEC is using the IMA EDI interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its

business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the IMA 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 is granted only for a specific release of the IMA EDI interface.

12.2.9.5 New releases of the IMA 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.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the interoperability test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 Additional information regarding the IMA EDI re-certification process is documented by the CLEC Industry Team in *Converting to a New IMA EDI Release* located in the CICMP web site at http://www.uswest.com/carrier/bulletins/cicmp.html.

12.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic interface trouble.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide assistance to CLEC to understand how to implement and use the OSS functions to which Qwest is providing access. This assistance will include training, documentation, and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC 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 is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays. The Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; 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 IMA EDI and IMA GUI. These system errors are limited to: 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 CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at http://www.uswest.com/carrier/.

12.2.11 Compensation/Cost Recovery

On-going and one-time startup charges as applicable will be billed as specified by the Board upon completion of appropriate State Cost Docket Hearing. On an interim basis, on-going and onetime startup charges, as contained in Exhibit A of this Agreement apply. Qwest shall establish rates for any systems charges not included in the appropriate Cost Docket Hearings.

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 a manner equal to that which Qwest provides for itself.

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 its end users.

12.3.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (while out on premise dispatches on behalf of CLEC, for example), Qwest will use unbranded forms.

12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs

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 other interconnecting CLECs and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Pursuant to applicable South Dakota Exchange and Network Services Catalog, Section 13, Qwest will bill appropriate Trouble Isolation Charges for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

12.3.4.2 Other Trouble Isolation Charges may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for CLEC or its end users.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

12.3.6.3 Qwest end users are not given test results. On manually-reported trouble, Qwest will not provide to CLEC the test results for its trouble reports. For electronically-reported trouble, CLEC may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of unbundled network elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

12.3.7 Workcenter Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding workcenters 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 users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users 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.

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, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. Either Qwest or CLEC may respond with accurate information in answering end-user questions.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages as soon as is practical. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within [illegible], 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 equal in quality to that which it provides to itself.

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. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12 3 12 2 Qwest repair escalations begin with calls to the up-front trouble reporting centers

12.3.13 Dispatch

12 3 13 1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

12 3 13 2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should 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.

12 3 13 3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.

12 3 13 4 CLEC shall perform appropriate trouble isolation and screenings prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

12 3 14 1 CLEC may submit Trouble Reports through IMA or MEDIACC EB.

12.3.15 Intervals/Parity

12 3 15 1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals.

12.3.16 Jeopardy Management

12 3 16 1 Notification to CLEC will be given on the same basis that a trouble report interval is likely to be missed.

12.3.17 Trouble Screening

12 3 17 1 CLEC shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

12 3 17 2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will 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 as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces

12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

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 users.

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 days a week, twenty-four 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 Tandems 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 is updated every two weeks.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

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 95-0407-005 (formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

13.2 Central Office Code Administration has now transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Board rules, including those sections requiring the accurate reporting of data to the Central Office Code Administrator.

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 codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

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), or CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user's calls. Additional terms and conditions with respect to customized routing are described in Sections 9.12 of this Agreement. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

Section 15.0 - Qwest Dex

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest Dex. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest Dex.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an end user 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 will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with Tariff. This announcement will provide details on the new number that must be dialed to reach the end user.

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 herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, if available, 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 will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. The form will request, and CLEC will need to provide, at a minimum:

(a) a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

(b) the desired interface specification;

(c) each requested type of Interconnection or access,

(d) a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service,

(e) the quantity requested;

(f) the specific location requested;

(g) if the requested unbundled network element is a proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested Unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that denial of access to such non-proprietary unbundled network element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such unbundled network element.

17.3 Within fifteen (15) calendar 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.

17.4 Within thirty (30) calendar days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested

Interconnection or access to an unbundled network element complies with the unbundling requirements of the Act

17 5 If Qwest determines during the thirty (30) 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, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) calendar days after making such a determination, provide a written report setting forth the basis for its conclusion

17 6 If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify CLEC in writing of such determination within ten (10) calendar days

17 7 As soon as feasible, but in any case within ninety (90) calendar 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.

17 8 If Qwest has indicated minimum volume and term commitments, then within 30 business days of its receipt of the BFR quote, CLEC must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

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 in the event of such cancellation CLEC will pay Qwest's reasonable development costs incurred in providing the Interconnection, Unbundled Network Element, or ancillary service to the extent that those development costs are not otherwise amortized

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 seek arbitration pursuant to the Dispute Resolution provision of this Agreement

Section 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to unbundled loops, ancillary and finished services.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

18.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

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 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 24 months.

18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

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.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

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 Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, 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 affiliates' disaggregated data, as required by reasonable needs of the Audit.

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, 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 users and without discrimination among the various carriers.

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

20.1 General Provisions

20.1.1 Qwest will provide reports of service indicators which will assist in an evaluation of the service provided to Fibercomm.

20.1.2 In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to Fibercomm in comparison to the level of service which Qwest provides to itself or its own end users.

20.1.3 Qwest may obtain from Fibercomm comparable service indicators for the services Fibercomm provides to Qwest pursuant to this Agreement.

20.1.4 Qwest will implement performance measures reports pursuant to this agreement.

20.1.5 The Parties agree that this Section 20 is interim until the ROC process is complete and Qwest has been granted 271 relief at which time this agreement will be amended to incorporate all aspects of the ROC final decision as implemented by the Commission.

20.2 Service Performance Indicators

The following Service Performance Indicators will be provided to Fibercomm upon request, but no more frequently than once per month, subject to the provisions of this Section. Performance Indicators characterized as "Core" indicators are those that measure most directly the service or process outcome Qwest provides to Fibercomm. Performance Indicators characterized as "Diagnostic" indicators are those that measure aspects of service quality that support aspects measured by core indicators, that represent subprocess outcomes, or that are otherwise duplicative to some degree of aspects measured by "Core" indicators.

20.2.1 Core Service Performance Indicators. Qwest will report results for the service groupings specified below using service performance indicators as defined in Appendix B

A. Gateway Availability-IMA-GUI (GA-1)
B. Firm Order Confirmations (FOCs) On Time (PO-5)
C. Jeopardy Notice Interval (PO-8)
D. Installation Commitments Met (OP-3)
E. New Service Installation Quality (OP-5)
F. Number Portability Timeliness (OP-8)
G. Coordinated Cuts On Time-Unbundled Loop (OP-13)
H. Out of Service Cleared Within 24 Hours (MR-3)
I. All Troubles Cleared Within 48 Hours (MR-4)
J. All Troubles Cleared Within 4 Hours (MR-5)
K. Repair Repeat Report Rate (MR-7)
L. Trouble Rate (MR-8)
M. Trunk Blocking (NI-1)
N. Installation Commitments Met (CP-2)
O. Feasibility Study Commitments Met (CP-4)

20.3 Service Quality Performance Results Reports

20.3.1 For Resale, Qwest will provide service performance results for performance indicators listed above for Fibercomm, other CLECs in aggregate, Qwest end users, and where applicable, for Qwest affiliates.

20.3.2 For LIS trunks, Qwest will provide service performance indicator results as follows:

20.3.2.1 Performance results will be provided for LIS trunks procured by Fibercomm that have utilized joint planning with Qwest in procuring LIS trunks, and the performance results for LIS trunk services that Qwest provides to its affiliates which furnish Telecommunications Services, or

20.3.2.2 If Fibercomm does not participate in joint forecasting and joint planning, Fibercomm results will be compared to the results of other CLECs that have not participated in joint forecasting.

20.3.3 For unbundled network elements and ancillary services, Qwest will provide service performance results for performance indicators listed above for Fibercomm, and other CLECs in aggregate.

20.4 Performance Results Provided to Fibercomm

The performance results provided to Fibercomm by Qwest shall be consistent with the Qwest Service Performance Indicator Descriptions (PID), which are contained in Appendix B which may be updated from time to time by agreement in the ROC workshops.

20.5 Performance Results Provided Under this Agreement

The Performance results provided under this Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Proprietary Information" as provided in this Agreement.

20.6 Service Performance - Reported Events

20.6.1 When applicable, Qwest will report service-related performance results for all "events". An "event" is the activity that generates the measurement.

20.6.2 Qwest will report Fibercomm results referenced above provided that Fibercomm has ordered and is utilizing the services reported.

20.6.3 Qwest will provide the reports on a calendar monthly basis. These reports will be provided upon request within forty-five (45) calendar days of the close of the preceding month.

20.7 Self-Executing Remedies

The purpose and focus of remedies provisions under this Agreement shall be to resolve significant differences in service performance that have been identified through appropriate

comparisons of the service performance results reported for the performance indicators defined above. Self-executing remedies are those actions, defined herein, that Qwest will undertake in good faith and in cooperation with Fibercomm to respond to such differences immediately, without waiting for determination of whether actual discrimination may exist.

20.7.1 For this purpose, significant differences shall be considered to be those that are determined to be statistically, operationally, and materially significant in each of three (3) or more consecutive months and that reflect a probability that inferior service was apparently provided to Fibercomm, based on the relevant comparison of performance indicator results. Operational and material significance shall be established by including for comparison only those results that have (a) minimum sample sizes of 30 each, and (b) a relevant comparison demonstrating a service performance difference of a magnitude that can be reasonably considered to have a perceptible effect on end-user customers or Fibercomm operations. Statistical significance shall be determined as in the manner established in the ROC Service Performance Workshops.

20.7.2 The Parties shall not rely on any service performance results to determine whether any trend suggesting that non-compliance with the Act may be occurring until Qwest has collected six months of data. Nothing herein shall be construed to indicate that a significant difference, of itself, means that actual discrimination exists.

20.7.3 For each case in which a significant difference as defined above has occurred, Qwest shall:

a) Immediately investigate to determine the cause(s) of the difference and, where feasible, begin good-faith efforts to resolve the difference;

b) Within 45 days, provide to Fibercomm a written explanation of the result of the investigation as to cause(s) and, as applicable, an action plan describing (a) what has and will be done to resolve the difference, (b) what cooperative actions and timelines on the part of Fibercomm are needed to facilitate or expedite resolution, and (c) listing key milestones for use by the Parties in tracking progress;

c) Offer and meet with designated Fibercomm representatives monthly to discuss progress on resolving the difference(s);

d) Escalate to vice president level any significant difference that has or is not projected to be resolved within three months of the difference first being identified as significant as defined above, with commitment at that level to direct due diligence toward removing obstacles and expediting resources where feasible and necessary to resolve the difference as soon as possible.

20.7.4 If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall allow three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, shall be taken by either Party with respect to that difference.

20.7.5 If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

20.8 Delaying Events

20.8.1 A Party's failure to meet a requirement in this Section of this Agreement shall not be included when that failure is a result, directly or indirectly, of a Delaying Event.

20.8.2 A "Delaying Event" means:

20.8.2.1 Failure by either Party to perform any of its obligations set forth in this Agreement,

20.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party or

20.8.2.3 Any Force Majeure Event.

20.8.3 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

20.9 Records Retention for Service Performance Indicators

Each Party shall maintain complete and accurate records for the specified review period of its performance under this Agreement for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information".

20.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the nondiscrimination requirements of the Act and wholesale services performance measurements reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

20.11 Cost Recovery

Each Party reserves the right to recover the costs associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Bellcore 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 U S WEST 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-954-CORE LIDB
GR-2863-CORE AIN
GR-1428-CORE Toll Free Service
GR-1432-CORE TCAP
GR-905-CORE ISUP
GR-1357-CORE Switched Fractional DS1
GR-1298-CORE AIN Switching System Generic Requirements
GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements
TR-NWT-001284 AIN 0.1 Switching System Generic Requirements
GR-905-CORE Common Channel Signaling Network Interface Specification
GR-1432-CORE CCS Network Interface Specification Bellcore TR-TSY-000540, Issue 2R2
GR-305-CORE
GR-1429-CORE
GR-2863-CORE
FR-64 LATA LSSGR
GR-334-CORE Switched Access Service
TR-NWT-000335 Voice Grade Special Access Services
TR-TSY-000529 Public LSSGR
TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis

21.3.2 Transport

Bellcore FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements
TR-TSY-000673 Operations Interface for an IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

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, including:

U S WEST Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

21.5 U S WEST Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for U S WEST Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1805

Section 22.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

FiberComm, L.C.	Qwest Corporation
Signature	Signature
James J. McKenna	Patrick D. Holton
Name Printed/Typed	Name Printed/Typed
VP	Directon wholesale Markets
Title	Title
1-22-01	01/24/01
Date	Date

EXHIBIT A – SOUTH DAKOTA RATES

6.0 Resale			Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges
6.1 Wholesale Discount Rates				
6.1.1	Basic Exchange Residential Line Service		15.55%	
6.1.2	Basic Exchange Business Line Service/PBX		15.55%	
6.1.3	IntraLATA Toll		15.55%	
6.1.4	Package/Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)		15.55%	
6.1.5	Listings, CO Features & Information Services		15.55%	
6.1.6	Private Line		15.55%	
6.2 Customer Transfer Charge (CTC)				
6.2.1	CTC for POTS Service			
	First Line (Mechanized)			$3
	Each Additional Line (Mechanized)			$3
	First Line (Manual)			$3
	Each Additional Line (Manual)			$3
6.2.2	CTC for Private Line Transport Services			
	First Circuit			$45
	Additional Circuit, per circuit, same CSR			$31
6.2.3	CTC for Advanced Communications Services, per circuit			$30
			Recurring	Nonrecurring
7.0 Interconnection				
7.1 Entrance Facilities				
7.1.1	DS1		$82.58	$516
7.1.2	DS3		$236.99	$511
7.2 LIS EICT				
7.2.1	Per DS1		$12.57	$311
7.2.2	Per DS3		$36.58	$313
		Recurring Fixed	Recurring Per Mile	Nonrecurring
7.3 Direct Trunked Transport				
7.3.1				
	DS0 Over 0 to 8 Miles	$17.14	$0.09	
	DS0 Over 8 to 25 Miles	$17.12	$0.12	
	DS0 Over 25 to 50 Miles	$17.13	$0.11	
	DS0 Over 50 Miles	$17.14	$0.07	
7.3.2				
	DS1 Over 0 to 8 Miles	$34.75	$0.95	
	DS1 Over 8 to 25 Miles	$34.76	$1.82	
	DS1 Over 25 to 50 Miles	$34.76	$1.77	
	DS1 Over 50 Miles	$34.75	$1.23	
7.3.3				
	DS3 Over 0 to 8 Miles	$236.22	$10.43	
	DS3 Over 8 to 25 Miles	$236.53	$10.63	
	DS3 Over 25 to 50 Miles	$236.71	$9.91	
	DS3 Over 50 Miles	$243.94	$24.44	

			Recurring	Nonrecurring
7.4 Multiplexing				
7.4.1	DS1 to DS0		$181.28	$280
7.4.2	DS3 to DS1		$191.32	$287
7.5 Trunk Nonrecurring Charges				
7.5.1	DS1 Interface, First Trunk			[illegible]
7.5.1	DS1 Interface, First Trunk			[illegible]
7.5.1	DS1 Interface, First Trunk			$1210
7.5.2	DS1 Interface, Each Additional Trunk			$102
7.5.3	DS3 Interface, First Trunk			$291.7
7.5.4	DS3 Interface, Each Additional Trunk			$18.2
7.6 Local Traffic				
7.6.1	End office call termination, per Minute of Use		$0.003469	
7.6.2	Tandem Switched Transport			
	7.6.2.1 Tandem Switching, per Minute of Use		$0.001745	
		Recurring Fixed	Recurring Per Mile	Nonrecurring
	7.6.2.2 Tandem Transmission, per Minute of Use			
	0 to 8 Miles	$0.000412	$0.000012	
	8 to 25 Miles	$0.000406	$0.000014	
	25 to 50 Miles	$0.000408	$0.000013	
	Over 50 Miles	$0.000410	$0.000009	
			Recurring	Nonrecurring
7.7 Miscellaneous Charges				
7.7.1	Cancellation Charge (LIS Trunks)	QWEST's South Dakota Access Service Tariff		
7.7.2	Expedite Charge (LIS Trunks)	QWEST's South Dakota Access Service Tariff		
7.7.3	Construction Charges		TCG	TCG
7.8 IntraLATA Toll Traffic		QWEST's South Dakota Access Service Tariff		
7.9 Transit Traffic				
7.9.1	Local Transit	See Tandem Switching and Tandem Transmission Rates Above		
	Local Transit Assumed Mileage	7 Miles		
7.9.2	IntraLATA Toll	QWEST's South Dakota Access Service Tariff		
	IntraLATA Toll Assumed Mileage	7 Miles		
7.9.3	Jointly Provided Switched Access	QWEST's South Dakota Access Service Tariff		
	7.9.3.1 Category 11 Mechanized Record Charge, per Record		$0.0025	
8.0 Collocation				
8.1 All Collocation				
8.1.1	Quote Preparation Fee		AT&T Contract indicates recurring to be negotiated	$1,000.0
	8.1.2 Collocation Entrance Facility, per Fiber Pair		$107.83	$1,000.0
8.1.3	Cable Splicing			
	Fiber - Per Set-Up			[illegible]
	Per Fiber Spliced			[illegible]

8.1.4	-48 Volt DC Power Usage, per Ampere, per Month	$15.24	
8.1.5	-48 Volt DC Power Cable, per Foot, Per A and B Feeder		
	20 Amp Feed	$0.11	$70.2
	40 Amp Feed	$0.15	$95.2
	60 Amp Feed	$0.17	$107.2
	100 Amp Feed	$0.25	$140.9
	200 Amp Feed	$0.40	$220.7
	300 Amp Feed	$0.55	$304.8
	400 Amp Feed	$0.71	$394.2
8.1.6	AC Power Feed – per Foot, per Month		
	20 Amp, Single Phase	$0.02	$10.3
	20 Amp, Three Phase	$0.02	$11.7
	30 Amp, Single Phase	$0.02	$10.8
	30 Amp, Three Phase	$0.02	$13.0
	40 Amp, Single Phase	$0.02	$11.8
	40 Amp, Three Phase	$0.03	$14.6
	50 Amp, Single Phase	$0.02	$13.2
	50 Amp, Three Phase	$0.03	$16.6
	60 Amp, Single Phase	$0.03	$14.3
	60 Amp, Three Phase	$0.03	$18.4
	100 Amp, Single Phase	$0.03	$19.6
	100 Amp, Three Phase	$0.04	$23.4
8.1.7	Inspector Labor, per Half Hour		
	Regular Hours Rate		$27.7
	After Hours Rate, minimum 3 hours		$35.9
8.1.8	Channel Regeneration		
	8.1.9.1 DS1 Regeneration	$12.21	$311.8
	8.1.9.2 DS3 Regeneration	$75.61	$313.2
8.1.9	Collocation Terminations		
	8.1.8.1 Block Terminations		
	DS0	$1.28	$723.63
	DS1	$0.9380	$554.54
	DS3	$0.5334	$315.28
	8.1.9.2 Per Termination		
	DS0	$0.0098	$5.49
	DS1	$0.0220	$12.99
	DS3	$0.3330	$196.87
	8.1.9.3 OCn Termination		
	OCn Terminations, Per 12 Fibers	Under Development	Under Development
	Cable Racking for Ocn Terminations, 1st 12 fibers	Under Development	Under Development
8.1.10	Security		
	Per Employee, per Card	$7.09	
	Central Office Security Infrastructure	ICB	ICB
8.1.11	Central Office Clock Synchronization		
	Synchronization – Composite Clock, per Port	$8.90	
8.2	**Virtual Collocation**		
8.2.1	Maintenance Labor, per Half Hour		
	Regular Hours Rate		$24.54
	After Hours Rate		$32.64

8.2.2	Training Labor, per Half Hour		
	Regular Hours Rate		$24.54
8.2.3	Equipment Bay -recurring, per Shelf	$3.88	
8.2.4	Engineering Labor, per Half Hour		
	Regular Hours Rate		$23.93
	After Hours Rate		$32.01
8.2.5	Installation Labor, per Half Hour		
	Regular Hours Rate		$27.70
	After Hours Rate		$35.99
8.2.6	Floor Space Lease, per Square Foot		
	Zone 1	$2.75	
	Zone 2	$2.26	
	Zone 3	$2.06	
8.3 Caged and Cageless Physical Collocation			
8.3.1	Space Construction	ICB[2]	ICB[2]
8.3.2	Site Preparation	ICB[2]	ICB[2]
8.3.3	Floor Space Lease, per Square Foot		
	Zone 1	$2.75	
	Zone 2	$2.26	
	Zone 3	$2.06	
8.3.4	Grounding		
	2/0 AWG - per foot	$0.1359[1]	$6.31[1]
	1/0 AWG - per foot	$0.2006[1]	$9.32[1]
	4/0 AWG - per foot	$0.2385[1]	$11.08[1]
	350 kcmil - per foot	$0.3673[1]	$17.07[1]
	500 kcmil - per foot	$0.4283[1]	$19.90[1]
	750 kcmil – per foot	$0.5314[1]	$24.70[1]
8.5 CLEC to CLEC			
8.5.1	CLEC to CLEC quote Preparation Fee		Under Development
8.5.2	Flat Charge (Design Engineering & Installation – No Cables)		Under Development
8.5.3	Cable Racking, Per Foot		
	DS0	Under Development	
	DS1	Under Development	
	DS3	Under Development	
8.5.4	Virtual Connections (if applicable – Connections only No cables		
	DS0 (Per 100 Connections)		Under Development
	DS1 (Per 28 Connections)		Under Development
	DS3 (Per 1 Connection)		Under Development
8.5.5	Cable Hole (if Applicable)		Under Development

9.0 Unbundled Network Elements (UNEs)			
9.1 Interconnection Tie Pairs (ITP) – Per Termination			
DS0 2-wire		$1.14	$274.65
DS0 4-wire		$1.45	$274.65
DS1 Per each Termination		$12.57	$311.69
DS3 Per each Termination		$36.56	$313.28
9.2 Unbundled Loops			
9.2.1 Analog Loops			
9.2.1.1 2-Wire Voice Grade			See Installation options, Section 9.2.4
Zone 1		$17.01	
Zone 2		$18.54	
Zone 3		$24.37	
9.2.1.2 4-Wire Voice Grade			See Installation options, Section 9.2.4
Zone 1		$31.72	
Zone 2		$34.59	
Zone 3		$45.46	
9.2.2 Non-loaded Loops			
9.2.2.1 2-wire Non-loaded Loop		Same as Analog in 9.2.1	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.2 4-wire Non-loaded Loop		Same as Analog in 9.2.1	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.3 Cable Unloading/Bridge Tap Removal			$58.50
9.2.3 Digital Capable Loops			
9.2.3.1 Basic Rate ISDN Capable Loop			See Installation options, Section 9.2.4 and See also Section 9.2.2.3
Zone 1		$17.01	
Zone 2		$18.54	
Zone 3		$24.37	
9.2.3.1 XDSL-I Loop			
Zone 1		$17.01	
Zone 2		$18.54	
Zone 3		$24.37	
9.2.3.2 DS1 Capable Loop		$111.97[1]	See Installation options, Section 9.2.5 and See also Section 9.2.2.3
9.2.3.3 DS3 Capable Loop		$1326.93[1]	See Installation options, Section 9.2.6 and See also Section 9.2.2.3
9.2.3.4 2-Wire Extension Technology		$21.49	

9.2.4 DS0 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.4.1 Basic Installation			
First Loop			$106.29
Each Additional Loop			$58.44
9.2.4.2 Basic Installation with Performance Testing			
First Loop			$170.79
Each Additional Loop			$86.61
9.2.4.3 Coordinated Installation with Cooperative Testing			
First Loop			$220.19
Each Additional Loop			$157.58
9.2.4.4 Coordinated Installation without Cooperative Testing			
First Loop			$218.00
Each Additional Analog Loop			$133.81
9.2.4.5 Basic Installation with Cooperative Testing			
First Loop			$220.19
Each Additional Analog Loop			$157.58
9.2.5 DS1 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.5.1 Basic Installation			
First Loop			$151.75
Each Additional Loop			$119.31
9.2.5.2 Basic Installation with Performance Testing			
First Loop			$346.83
Each Additional Loop			$290.88
9.2.5.3 Coordinated Installation with Cooperative Testing			
First Loop			$386.61
Each Additional Loop			$330.08
9.2.5.4 Coordinated Installation without Cooperative Testing			
First Loop			$156.79
Each Additional Analog Loop			$124.35
9.2.6 DS3 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.6.1 Basic Installation			
First Loop			$151.75
Each Additional Loop			$119.31
9.2.6.2 Basic Installation with Performance Testing			
First Loop			$346.83
Each Additional Loop			$290.88
9.2.6.3 Coordinated Installation with Cooperative Testing			
First Loop			$386.61
Each Additional Loop			$330.08

9.2.6.4 Coordinated Installation without Cooperative Testing			
First Loop			$156.79*
Each Additional Analog Loop			$124.38*
9.3 Subloop			
9.3.1 2-Wire Distribution Loop		$19.84	$120.89*
9.3.2 Each Additional 2-Wire Distribution Loop			$55.26*
9.3.3 DS1 Capable Feeder Loop		$84.17*	$384.67*
9.3.4 DS1 Capable Feeder Loop			$311.17*
9.3.5 OSS		Under Development	Under Development
9.4 Field Connection Point			
9.4.1 Feasibility Fee/Quote Preparation Fee			$1695.15*
9.4.2 Construction Fee			ICB*
9.5 Line Sharing			
9.5.1 Shared Loop, per Loop			$71.90*
Zone 1		$8.50	
Zone 2		$9.27	
Zone 3		$10.00	
9.5.2 OSS, per Order		Under Development	
9.5.3 Reclassification Charge			ICB*
9.5.4 Splitter Shelf Charge		$5.92*	$584.11*
9.5.5 Splitter TIE Cable Connections			
Splitter in the Common Area--Data to 410 block		$6.45*	$3894.22*
Splitter in the Common Area—Data direct to CLEC		$6.69*	$4036.28*
Splitter on the MDF—Data to 410 block		$2.19*	$1322.80*
Splitter on the MDF—Data direct to CLEC		$4.49*	$2711.59*
Splitter on the IDF—Data to 410 block		$2.14*	$1292.66*
Splitter on the IDF—Data direct to CLEC		$3.83*	$2309.64*
9.5.6 Engineering			$1328.07*
9.6 Network Interface Device (NID)			$58.56
	Recurring Fixed	**Recurring Per Mile**	**Nonrecurring**
9.7 Unbundled Dedicated Interoffice Transport (UDIT)			
9.7.1 DS0 UDIT			$293.55*
DS0 Over 0 to 8 Miles	$17.14	$0.09	
DS0 Over 8 to 25 Miles	$17.12	$0.12	
DS0 Over 25 to 50 Miles	$17.13	$0.11	
DS0 Over 50 Miles	$17.14	$0.07	
9.7.2 DS1 UDIT			$302.91*
DS1 Over 0 to 8 Miles	$34.75	$0.95	
DS1 Over 8 to 25 Miles	$34.76	$1.82	
DS1 Over 25 to 50 Miles	$34.76	$1.77	
DS1 Over 50 Miles	$34.75	$1.23	
9.7.3 DS3 UDIT			$302.91*
DS3 Over 0 to 8 Miles	$236.22	$10.43	
DS3 Over 8 to 25 Miles	$236.53	$10.83	
DS3 Over 25 to 50 Miles	$236.71	$9.91	
DS3 Over 50 Miles	$243.94	$24.44	

9.7.4	OC-3 UDIT			$331.92*
	OC-3 Over 0 to 8 Miles	$934.09*	$254.98*	
	OC-3 Over 8 to 25 Miles	$942.05*	$70.60*	
	OC-3 Over 25 to 50 Miles	$899.15*	$92.94*	
	OC-3 Over 50 Miles	$933.21*	$57.30*	
9.7.5	OC-12 UDIT			$331.92*
	OC-12 Over 0 to 8 Miles	$2648.12*	$79.79*	
	OC-12 Over 8 to 25 Miles	$2648.12*	$84.87*	
	OC-12 Over 25 to 50 Miles	$2648.12*	$92.48*	
	OC-12 Over 50 Miles	$2648.12*	$111.64*	
9.7.6	DS0 UDIT Low Side Channelization		$14.04*	
9.7.7	Multiplexing			
	DS3 to DS1		$181.28	$280.77
	DS1 to DS0		$191.32	$287.45
	DS1/DS0 Low Side Channelization		$8.01*	
9.7.8	Extended Unbundled Dedicated Interoffice Transport			
	DS1 E-UDIT		$56.58*	$64.34*
	DS3 E-UDIT		$282.81*	$419.02*
	OC-3 E-UDIT		$982.70*	$933.13*
	OC-12 E-UDIT		$1323.32*	$1652.03*
9.7.9	UDIT Rearrangement			
	Single Office			$233.03*
	Dual Office			$260.02*
9.8	**Unbundled Dark Fiber (UDF)**			
9.8.1	Initial Records Inquiry (IRI)			$164.98*
9.8.2	Mid-Point Structure Inquiry (MPSI)			$210.36*
9.8.3	Field Verification and Quote Preparation (FVQP)			$1536.39*
9.8.4	UDF-IOF Charges			
	9.8.4.1 Order Charge Per Route / Order			$583.00*
	9.8.4.2 Order Charge ea. Addl. Pr/Same Route			$291.70*
	9.8.4.3 Termination, Fixed Per Pair/Office		$7.35*	
	9.8.4.4 Fiber Transport, per Mile		$76.90*	
	9.8.4.5 Fiber Cross-Connect Per Pair/Office		$4.08*	$22.30*
9.8.5	UDF-Loop Charges			
	9.8.5.1 Order Charge Per Route/Order			$583.00*
	9.8.5.2 Order Charge ea. Addl Per/ Same Route			$291.70*
	9.8.5.3 Termination, Fixed Per Pair/Office		$7.03*	
	9.8.5.4 Termination, Fixed Per Pair/Pre,		$6.29*	
	9.8.5.5 Fiber Transport, per Route/Per Pair		$192.76*	
	9.8.5.6. Fiber Cross-Connect Per Pair/Office		$4.08*	$22.30*
9.9	**Shared Transport**			
9.9.1	Per Minute of Use - TELRIC Based Rate		$0.00138786	
9.10	**Unbundled Customer Controlled Rearrangement Element (UCCRE)**			
9.10.1	DS1 Port		ICB*	ICB*
9.10.2	DS3 Port		ICB*	ICB*

9.10.3 Dial Up Access		ICB[2]	
9.10.4 Attendant Access		ICB[2]	
9.10.5 Virtual Ports			ICB[2]
9.11 Local Tandem Switching			
9.11.1 DS1 Local Message Trunk Port			$337.96[1]
9.11.2 Trunk Group – First Trunk			$278.91[1]
9.11.3 Message Trunk Group – Each Additional Trunk			$8.64[1]
9.11.4 Per Minute of Use		$0.001748	
9.12 Local Switching			
9.12.1 **Local Switching - TELRIC Based Rates**			
9.12.1.1 Analog Line Side Port, First Port		$1.84	$101.15
9.12.1.2 Each Additional Port		$1.84	$54.43
9.12.1.3 Vertical Features			
Call Hold		$0.0568	
Call Transfer		$0.2166	
Three Way Calling		$0.0963	
Call Pickup		$0.0577	
Call Waiting/Cancel Call Waiting		$0.1330	
Distinctive Ringing		$0.0797	
Speed Call Long – Customer Change		$0.0654	
Station Dial Conferencing (6-way)		$1.0508	
Call Forwarding Busy Line		$0.1386	
Call Forwarding Don't Answer		$0.1696	
Call Forwarding Variable		$0.1414	
Call Forwarding Variable Remote		$0.1128	
CLASS – Call Waiting ID		$0.0519	
CLASS – Calling Name & Number		$0.1915	
CLASS – Calling Number Delivery		$0.0808	
CLASS – Calling Number Delivery –Blocking		$0.3822	
CLASS – Continuous Redial		$0.5008	
CLASS – Last Call Return		$0.4258	
CLASS – Priority Calling		$1.0829	
CLASS – Selective Call Forwarding		$0.9206	
CLASS – Selective Call Rejection		$1.7651	
CLASS – Anonymous Call Rejection		$0.3937	
Call Park (Store & Retrieve)		$0.1289	
Message Waiting Indication A/V		$0.0662	
9.12.1.4 Subsequent Order Charge			$12.75
9.12.1.5 Digital Line Side Port (Supporting BRI ISDN)		$18.15[1]	
9.12.1.5.1 First Port			$277.13[1]
9.12.1.5.2 Each Additional Port			$277.13[1]
9.12.1.6 Digital Trunk Ports			
9.12.1.6.1 DS1 Local Message Trunk Port			$337.96[1]
9.12.1.6.2 Message Trunk Group, First Trunk			$278.91[1]
9.12.1.6.3 Message Trunk Group, Each Additional			$8.64[1]
9.12.1.6.4 DS1 PRI ISDN Trunk Port		$286.02[1]	Under Development
9.12.1.7 Local Usage, per Minute of Use		$0.003469	

9.12.2	**Local Switching - Market Based Rates**		
9.12.2.1	Analog Line Side Port, First Port	Not Available	Not Available
9.12.2.2	Each Additional Port (ordered concurrently with an unbundled loop)	Not Available	Not Available
9.12.2.3	Vertical Features		
	Call Hold	Not Available	
	Call Transfer	Not Available	
	Three Way Calling	Not Available	
	Call Pickup	Not Available	
	Call Waiting/Cancel Call Waiting	Not Available	
	Distinctive Ringing	Not Available	
	Speed Call Long – Customer Change	Not Available	
	Station Dial Conferencing (6-way)	Not Available	
	Call Forwarding Busy Line	Not Available	
	Call Forwarding Don't Answer	Not Available	
	Call Forwarding Variable	Not Available	
	Call Forwarding Variable Remote	Not Available	
	CLASS – Call Waiting ID	Not Available	
	CLASS – Calling Name & Number	Not Available	
	CLASS – Calling Number Delivery	Not Available	
	CLASS – Calling Number Delivery –Blocking	Not Available	
	CLASS – Continuous Redial	Not Available	
	CLASS – Last Call Return	Not Available	
	CLASS – Priority Calling	Not Available	
	CLASS – Selective Call Forwarding	Not Available	
	CLASS – Selective Call Rejection	Not Available	
	CLASS – Anonymous Call Rejection	Not Available	
	Call Park (Store & Retrieve)	Not Available	
	Message Waiting Indication A/V	Not Available	
9.12.2.4	Subsequent Order Charge		Not Available
9.12.2.5	Digital Line Side Port (Supporting BRI ISDN)	Not Available	
	9.12.2.5.1 First Port		Not Available
	9.12.2.5.2 Each Additional Port		Not Available
9.12.2.6	Digital Trunk Ports		
	9.12.2.6.1 DS1 Local Message Trunk Port		Not Available
	9.12.2.6.2 Message Trunk Group, First Trunk		Not Available
	9.12.2.6.3 Message Trunk Group, Each Additional		Not Available
	9.12.2.6.4 DS1 PRI ISDN Trunk Port	Not Available	Not Available
9.12.2.7	Local Usage, per Minute of Use	Not Available	
9.13	**Customized Routing**		
9.13.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only		ICB*
9.13.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only		ICB*
9.13.3	All Other Custom Routing	ICB*	ICB*
9.14	**Common Channel Signaling/SS7**		
9.14.1	CCSAC STP Port	$425.00	ICB*
9.14.2	CCSAC Options Activation Charge		
	9.14.2.1 Basic Translations		

	First Activation, per Order		$107.17
	Each Additional Activation, per Order		$7.22
	9.14.2.2 CCSAC Options Database Translations		
	First Activation per order		$121.82
	Each additional Activation per order		$43.95
9.14.3	Signal Formulation, ISUP, Per Call Set-Up Request	$0.00199	
9.14.4	Signal Transport, ISUP, Per Call Set-Up Request	$0.00145	
9.14.5	Signal Transport, TCAP, per Data Request	$0.00047	
9.14.6	Signal Switching, ISUP, Per Call Set-Up Request	$0.00145	
9.14.7	Signal Switching, TCAP, Per Data Request	$0.00048	
9.15	**Advanced Intelligent Network (AIN)**		
9.15.1	AIN Customized Services (ACS)		ICB
9.15.2	AIN Platform Access (APA)	ICB	ICB
9.15.3	AIN Query Processing, per Query	ICB	
9.16	**Line Information Database (LIDB)**		
9.16.1	LIDB Storage		No Charge
9.16.2	Line Validation Administration System Access (LVAS)		Under Development
	9.16.2.1 LIDB/ICNAM Line Record Initial Load		
	9.16.2.1.1 Up to 20,000 Line Records		$2801.08
	9.16.2.1.2 Over 20,000 Line Records		ICB
	9.16.2.2 Mechanized Service Account Update, per Addition or Update Processed	Under Development	
	9.16.2.3 Individual Line Record Audit		Under Development
	9.16.2.4 Account Group Audit		Under Development
	9.16.2.5 Expedited Request Charge for Manual Updates		Under Development
9.16.3	LIDB Query Service, per Query	$0.003540	
9.16.4	Fraud Alert Notification, per Alert	No Charge	
9.17	**8XX Database Query Service**		
9.17.1	Basic Query, per Query	$0.000949	
9.17.2	POTS Translation	$0.000014	
9.17.3	Call Handling & Destination Feature	$0.000004	
9.18	**ICNAM, Per Query**	$0.001321	
9.19	**Construction Charges**	ICB	ICB
9.20	**Miscellaneous Elements**		
	Additional Engineering – Basic		$90.18
	Additional Engineering – Overtime		$98.95
	Additional Labor Installation – Overtime		$6.55
	Additional Labor Installation – Premium		$17.17
	Additional Labor Other – Basic		$28.14
	Additional Labor Other – Overtime		$36.24
	Additional Labor Other – Premium		$44.17
	Testing and Maintenance – Basic		$37.07
	Testing and Maintenance – Overtime		$37.45
	Testing and Maintenance – Premium		$40.80

Maintenance of Service – Basic			$26 34
Maintenance of Service – Overtime			$35 28
Maintenance of Service – Premium			$44 17
Additional COOP Acceptance Testing – Basic			$27 97
Additional COOP Acceptance Testing – Overtime			$37 42
Additional COOP Acceptance Testing – Premium			$46 86
NonScheduled COOP Testing - Basic			$27 97
NonScheduled COOP Testing – Overtime			$37 42
NonScheduled COOP Testing – Premium			$46 86
NonScheduled Manual Testing – Basic			$27 97
NonScheduled Manual Testing – Overtime			$37 42
NonScheduled Manual Testing – Premium			$46 86
Additional Dispatch			$83 34
Date Change			$13 89
Design Change			$99 51
Expedite Charge			ICB
Cancellation Charge			ICB
9.23 UNE Platform			
9 23 1 UNE-Platform Pots New/Existing			
9 23 1.1 New			
9.23.1.1 1 Mechanized			
First			$99 15
Each Additional			$17 78
9 23.1.1.2 Manual			
First			$84 31
Each Additional			$19 18
9 23 1.2 Existing			
9.23.1.2.1 Mechanized			
First			$7 62
Each Additional			$1 43
9 23.1.2.2 Manual			
First			$10 84
Each Additional			$2 61
9 23 2 Enhanced Extended Loop (EEL)			
EEL Link			
9 23.2 1 DS0 2-Wire			$313 49
Zone 1		$17 01	
Zone 2		$18 54	
Zone 3		$24 37	
9.23.2 2 DS0 4-Wire			$313 49
Zone 1		$31 72	
Zone 2		$34 59	
Zone 3		$45 46	
Each Additional			$219 25
9.23 2 3 DS1		$111 97	$384 52
Each Additional			$252 61
9.23.2 4 DS3		$1326 93	$369 93
Each Additional			$277 92
9 23.3 EEL C			$42 35
	Recurring Fixed	Recurring Per Mile	Nonrecurring
9 23 4 EEL Transport			
9.23.4.1 DS0 EEL Transport			
DS0 Over 0 to 8 Miles	$17 14	$0 09	

DS0 Over 8 to 25 Miles	$17 12	$0 12	
DS0 Over 25 to 50 Miles	$17 13	$0 11	
DS0 Over 50 Miles	$17 14	$0 07	
9.23.4.2 DS1 EEL Transport			
DS1 Over 0 to 8 Miles	$34 75	$0 95	
DS1 Over 8 to 25 Miles	$34 76	$1 82	
DS1 Over 25 to 50 Miles	$34 76	$1 77	
DS1 Over 50 Miles	$34 75	$1 23	
9.23.4.3 DS3 EEL Transport			
DS3 Over 0 to 8 Miles	$236.22	$10 43	
DS3 Over 8 to 25 Miles	$236 53	$10 83	
DS3 Over 25 to 50 Miles	$236 71	$9 91	
DS3 Over 50 Miles	$243 94	$24 44	
		Recurring	Nonrecurrin
9 23.5 Multiplexing			
DS3 to DS1		$181 28	$280
DS1 to DS0		$191 32	$387
9.23 6 DS0 Channel Performance			
DS0 Low Side Channelization		$14 04	
DS1/DS0 MUX, Low Side Channelization		$8 01	
9.23 7 Concentration Capability		ICB	
10.0 Ancillary Services			
10.1 Interim Number Portability		New York Method	
10.1.1 Remote Call Forwarding – First Number			
10 1.2 Remote Call Forwarding – Each Additional Number			
10 1.3 Number Port Remote Call Forward Service Establishment, per Route, per Switch			
10 1 4 Number Port Remote Call Forward Service Establishment, Additional Number Ported (or Changes to Existing Numbers)			
10 1 5 Number Port Direct Inward Dial per Number Ported			
10 1 6 Number Port Direct Inward Dial Set-up Route, per Charge per Switch			
10.1.7 Number Ported Directory Number Route Index per Number Ported			
10.1.8 Number Ported Directory Number Route Index Set-Up Charge per Route Switch			
10.1 9 Number Ported Directory Number Route Index per Number Ported			
10.1 10 Coordinated Out of Hours Cut - Non Sunday/Holiday			$59 73 per Hr per Person
10.1 11 Coordinated Out of Hours Cut - Sunday/Holiday			$73 74 per Hr per Person
10.2 Local Number Portability			
10.2.1 LNP Queries		See FCC Tariff #5	
10.3 911/E911		No Charge	

10.4	**White Pages Directory Listings, Facility Based Providers**		
	10.4.1 Primary Listing	No Charge	
	10.4.2 Premium/Privacy Listings	General Exchange Tariff Rate, less wholesale discount	
10.5	**Directory Assistance, Facility Based Providers**		
	10.5.1 Local Directory Assistance, Per Call	$0.34*	
	10.5.2 National Directory Assistance, per Call	$0.36*	
	10.5.3 Call Branding, Set- Up and Recording		$10,500.(
	10.5.4 Loading Brand /Per Switch		$175.(
	10.5.5 Call Completion Link, per call	$0.09*	
10.6	**Directory Assistance List Information**		
	10.6.1 Initial Database Load, per Listing	$0.025*	
	10.6.2 Reload of Database, per Listing	$0.020*	
	10.6.3 Daily Updates, per Listing	$0.050*	
	10.6.4 One-time Set-Up Fee	$77.44*	
	10.6.5 Media Charges for File Delivery		
	10.6.5.1 Electronic Transmission	$0.002*	
	10.6.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	$30/tape*	
	10.6.5.3 Shipping Charges (for tape delivery)	ICB*	
10.7	**Toll and Assistance Operator Services, Facility Based Providers,**		
	10.7.1 **Option A** – Per Message		
	Operator Handled Calling Card	$1.45*	
	Machine Handled Calling Card	$0.60*	
	Station Call	$1.50*	
	Person Call	$3.50*	
	Connect to Directory Assistance	$0.75*	
	Busy Line Verify, per Call	$1.95*	
	Busy Line Interrupt	$2.05*	
	Operator Assistance, per Call	$0.50*	
	10.7.2 **Option B** – Per Operator Work Second and Computer Handled Calls		
	Operator Handled, per Operator Work Second	$0.028*	
	Machine Handled, per Call	$0.25*	
	10.7.3 Call Branding, Set-Up & Recording		$10,500.0
	10.7.4 Loading Brand/Per Switch		$175.0
10.8	**Access to Poles, Ducts, Conduits and Rights of Way**		
	10.8.1 Pole Inquiry Fee, per Mile		$334.1
	10.8.2 Innerduct Inquiry Fee, per Mile		$401.6
	10.8.3 ROW Inquiry Fee		Und Developme
	10.8.4 Field Verification Fee, Poles		$37.1
	10.8.5 Field Verification Fee, Manholes		$482.3
	10.8.6 Quitclaim Preparation Fee, ROW		Und Developme

10.8.7	Make-Ready Work		[illegible]
10.8.8	Pole Attachment Fee, per Foot, per Year	$4.08	
10.8.9	Innerduct Occupancy Fee, per Foot, per Year	$0.28	
10.8.10	Outplant Consideration, ROW		Under Development
12.0	**Operational Support Systems**		
12.1	Development and Enhancements, per Order		Under Development
12.2	Ongoing Maintenance, per Order	Under Development	
12.3	Daily Usage Record File, per Record	$0.0011	
12.4	Trouble Isolation Charge		Refer to QWEST's Basic Service Interexchange Carrier Handbook
17.0	**Bona Fide Request Process**		
17.1	Processing Fee		$[illegible]

NOTES:

* Unless otherwise indicated, all rates are pursuant to the QWEST and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission on October Number 7C, the effective March 4, 1999.

[1] Rates not addressed in QWEST/AT&T Interconnection Agreement (TELRIC based rates required.)
[2] Market-based rates not addressed in QWEST/AT&T Interconnection Agreement.
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Enhanced Extended Loop is available in density zone 1 wire centers within the top 50 MSAs as designated by the FCC. QWEST's territory contains six (6) of the top 50 MSAs and 14 wire centers within those six (6). South Dakota does not contain any of those wire centers.
[6] Regional TELRIC based where required.
[7] Pursuant to Order TC 96-184, the recurring rate is applicable for the first two years of the agreement. After that period, the Entrance Enclosure recurring rate is $2.83.

EXHIBIT B – Service Performance Indicators

Please note that these Performance Indicators are subject to change due to the finalization of the negotiations process between members of the 271 Regional Oversight Committee (ROC).

Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI[1]

Purpose:
Evaluates the quality of CLEC access to the IMA electronic gateway and two associated systems, focusing on the extent they are actually available to CLECs.

Description:

GA-1A: Measures the availability of the IMA (Interconnect Mediated Access) interface, including the Firm Order Manager (FOM), and reports the percentage of scheduled up time the IMA interface is available for view and/or input.

- For preorder, order, and provisioning transactions, the current "scheduled up time" hours are Monday-Friday, 6:00 a.m. to 10:00 p.m., and Saturday 6:00 a.m. to 8:00 p.m. MT
- For repair transactions, the current scheduled up time hours are 2:15 a.m. to 11:15 p.m. MT, Monday through Friday; 2:15 a.m. to 10:00 p.m. MT on Saturday, and 7:00 a.m. to 11:15 p.m. MT on Sunday.

- Scheduled down time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work.
- When figuring scheduled available time, the scheduled down time is subtracted from the committed available hours.

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

Formula:
[Number of Hours and Minutes Gateway is Available to Competing Carriers During Reporting Period / Number of Hours and Minutes Gateway was Scheduled to be Available During Reporting Period] x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

[1] Graphical User Interface

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.)
- 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 or EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC
- "Electronic/manual" LSRs are received electronically via IMA or 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 – PO-5A-2 EDI • PO-5B:* FOCs provided for electronic/manual LSRs received via – PO-5B-1 IMA – PO-5B-2 EDI • PO-5C:* FOCs provided for manual LSRs received via Facsimile • PO-5D: FOCs provided for ASRs requesting US 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 – (c) FOCs provided for LNP

Formula:
[Count of LSRs/ASRs for which the original FOCs "(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)

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.
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Product Reporting:

- For PO-5A, -5B and -5C:
  (a) Resale services and UNE-P (POTS)
  (b) Unbundled Loops (all types).
  (c) LNP
- For PO-5D: LIS Trunks.

Standards:

- For PO-5A (all): **95%** within 20 minutes
- 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
- For PO-5D (LIS Trunks): **85%** within eight business days

Standard FOC Intervals for PO-5B and PO-5C [Note 2]

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 (all types)	1-24 loops	
Unbundled Network Element–Platform (UNE-P POTS) UNE-P to UNE-P conversion and Resale to UNE-P conversion) 1-39 lines		
Resale ISDN-Basic Conversion As Specified New Installs Address Changes Change to add Loop ISDN-PRI (Facility) PBX DS0 or Voice Grade Equivalent DS1 Facility DS3 Facility	 1-10 lines 1-3 1-24 trunks 1-24 1-24 1-3	**48 hours**
LNP	25-49 lines	
Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) – 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	 1-10 lines	**72 hours**

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-PRI (Trunks)	1-12 trunks	**96 hours**
	For PO-5D: LIS Trunks	1-240 trunk circuits	**8 business days**

Availability

- Available
  - PO-5D
  - With **no** Product level reporting:
  - PO-5A – Apr-Jun 00 data on July report.
  - PO-5B, and PO-5C – Apr-Jun 00 data on July report, reported in accordance with the Interim Standards defined in the Notes section at right.
- Under Development with Product level reporting and per Standard FOC Intervals defined above (non-interim):
  - PO-5A – beginning with Apr 00 data on the Sep 00 report
  - PO-5B – beginning with Apr 00 data on the Sep 00 report [1, 2, 3]
  - PO-5C – beginning with Apr 00 data on the Sep 00 report[2, 3]
- Exclusion of LSR's with CLEC-requested FOC arrangements different from standard FOC arrangements beginning with Apr 00 data on the Sep 00 report
- Exclusion of ICB's for ISDN Basic, ISDN-PRI, PBX, DSO, DS1, and DS3 – beginning with Jan 01 on the Feb 01 report

[1] PO-5A&B-1 (IMA) and –5A&B-2 (EDI) will be reported combined until Sep 00 data on the Oct 00 report

[2] Inclusion of Centrex and ISDN results – Sep 00 data on the Oct 00 report

[3] Inclusion of UNE-P results – Nov 00 data on Dec 00 report

Notes:

1. LSRs with quantities above the highest number specified for each product type are considered ICB.
2. **INTERIM STANDARDS for PO-5B and PO-5C** – The following standards will apply to PO-5B and PO-5C until the capability to measure according to the above Standard FOC Intervals is developed (as stated in Availability section at left). These standards consolidate all of the products (including ICB for ISDN Basic, ISDN-PRI, PBX, DSO, DS1, and DS3) measured by PO-5B and PO-5C into one standard FOC interval category each, applying the most stringent (shortest) FOC intervals as the standards

   - PO-5B 90% within 24 hours
   - PO-5C 90% within 48 hours

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 receiving jeopardy notifications in the reporting period	
Reporting Period: One month	**Unit of Measure:** Average Business days
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level (This measure is reported by jeopardy notification process and used for the categories shown under Product Reporting.)
Formula: [Σ(Date of the original due date of orders receiving jeopardy notification – Date of the first jeopardy notification) / Total orders receiving jeopardy notification]	
Exclusions: Jeopardies done after the original due date is past	
Product Reporting: A Non-Designed Services B Unbundled Loops and Number Portability C LIS Trunks D UNE-P (POTS)	**Standard** 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 – C - LIS Trunks and FGD • Under Development – A - Non-Designed Services - beginning with Mar 00 on the Sep 00 report – B - Unbundled Loops and Number Portability – beginning with Mar 00 data on the Sep 00 report – D – UNE-P (POTS) - TBD	**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. These include orders with customer-requested due dates longer than the standard interval
- Completion date on or before original due date is counted as a met due date

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 on Original Due Date) / (Total Orders Completed)] x 100

Explanation: The percent commitments met is obtained by dividing the total number of service orders completed on the original due date by the total number of service orders completed during the measurement period.

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types
- Due dates missed for standard categories of customer 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, or customer requested a later due date when the technician arrived to do the work.

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
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Megabit[1]	Parity with retail service
* Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
* Shared Loop/Line Sharing	Diagnostic
* Sub-Loop Unbundling	Diagnostic
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 Qwest Interoffice Trunks (separately reported)
* 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
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
* E911/911 Trunks	Parity with retail E911/911 Trunks
* Enhanced Extended Links (EELs), including UNE-C	Diagnostic
Availability: * Available: Performance results and statistical parameters (except as noted below) * Under Development: – Resale Megabit combined under MSA type disaggregation – beginning with Jan 00 data on the Nov 00 report[1] – Retail comparable for unbundled loop and UDITs – beginning with Jun 00 data on Sep 00 report – Retail comparable for UNE-P (POTS) – beginning with Aug 00 data on the Sep 00 report	**Notes:** 1. On the Aug 00 (Jan-Jul) Report Resale Megabit will be reported under MSA type disaggregation for a number of orders and under Zone-type disaggregation for the remainder. Beginning on the Nov 00 report all Resale Megabit will be reported under MSA type disaggregation

OP – 3 Installation Commitments Met (continued)

– Statistical parameters for comparison of unbundled loop results with specified retail comparative – beginning with Jun 00 data on the Sep00 report – Shared Loop/Line Sharing, Sub-loop unbundling, EELs, Dark Fiber – TBD	

OP-5 – New Service Installation Quality

Purpose:
Evaluates quality of ordering and installation of services, focusing on (A) the average monthly extent that new order installations were free of trouble reports for thirty (30) calendar days following installation and (B) The percentage of new service installations that experienced a trouble report during the period from the installation date to the date the order is posted complete

Description:
OP-5A Measures the monthly average percentage of new installations that are free of trouble reports within 30 calendar days of initial installation.

- New installation orders used in calculating this performance indicator (appearing in the numerator and the denominator of the OP-5A formula shown below) are all inward orders for the current and previous reporting periods, including Change (C-type) orders for additional lines
- All trouble reports (for both out-of-service and service-affecting conditions) closed within the reporting period, which were received within thirty (30) days of the original installation of service, are measured (for use in the numerator of the formula shown below), subject to exclusions shown below

OP-5B Measures the monthly average percentage of trouble reports reported by the CLEC on or after the day the order is installed and prior to the completion of the order in Qwest's service order processor

- New installation orders used in calculating this performance indicator (appearing in the denominator of the OP-5B formula shown below) are all inward orders for the current reporting period, including change (C-type) orders for additional lines.
- Includes both out of service and service affecting trouble reports, subject to exclusions shown below

Reporting Period: One month (for trouble reports); Average of prior and current reporting month (for new installation activity) in OP-5A); Current reporting month (for new installation activity in OP-5B).	**Unit of Measure:** Percent of recently-completed orders
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-5A and OP-5B 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-5A = [((Number of New Installation Orders completed in the [prior + current months]/2) - (Total Number of New Installation-related Trouble Reports received within 30 Calendar Days of Order Completion)) / (Number of New Installation Orders completed in the [prior + current months]/2)] x 100

OP-5B = [(Count of troubles reported by CLEC on or after the day of installation and prior to the order being posted as complete) / (Number of New Installation Orders completed in the current reporting period)] x 100

Exclusions:

- Trouble reports found to be related to customer equipment, customer education (instruction on how to use product or service), and inside wire.
- Subsequent trouble reports for the same trouble before it is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes
- For OP-5A reports of troubles received on day of installation before provisioning order is closed as complete.
- For OP-5B: Trouble Reports for which Qwest has no record of a pending order

OP-5 – New Service Installation Quality (Continued)

Product Reporting:	Standards:	
MSA-Type Disaggregation -	OP-5A	OP-5B
• 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	
Megabit	Parity with retail service	
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	
• Shared Loop/Line Sharing	Diagnostic	
• Sub-Loop Unbundling	Diagnostic	
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 Qwest Interoffice Trunks (separately reported)	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)		
UDIT – DS1 level	Parity with retail DS1 Private Lines	
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 with dispatch	
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI	
Non-loaded Loop (4-wire)	Parity with retail DS1	
DS1-capable Loop	Parity with retail DS1	
ISDN-capable Loop	Parity with retail ISDN BRI	
ADSL-qualified Loop	Parity with retail MegaBit with dispatch	
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 Links (EELs), including UNE-C	Diagnostic	
Availability: • Available: OP-5A (except as noted below) * • Under Development: – OP-5A – Resale Megabit and retail comparable – beginning with Jan 00 data on the Nov 00 report – OP-5A – Retail comparable for LIS Trunk – TBD[1]	**Notes:** 1. In developing OP-5A for LIS Trunks Qwest has discovered there is no capability to measure the analagous results for Qwest IOF trunks. Accordingly Qwest will propose either a benchmark or an alternative retail analogue by Oct 15, 2000.	

OP-5 – New Service Installation Quality (Continued)

- OP-5A - Retail comparable for unbundled loop and UDIT – beginning with Jun 00 data on the Sep 00 report - OP-5A - Retail comparable for UNE-P (POTS) – beginning with Aug 00 data on the Sep 00 report - OP-5B – beginning with Sep 00 data on the Oct 00 report - Statistical parameters for comparison of unbundled loop results with specified retail comparative - beginning with Jun 00 data on the Sep 00 report - OP-5A – Unbundled Loop – Analog – beginning with Jun 00 data on the Sep 00 report - Shared Loop/Line Sharing, Sub-loop unbundling, EELs, Dark Fiber – TBD *MSA and Zone-type disaggregations beginning with Aug 00 data on the Sep 00 report	

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 coordinated standalone LNP 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

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, (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 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.
- The "actual start" time is defined as the time Qwest "lifts" the loop
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated 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, the committed order due times, scheduled due dates, and appointment times will be negotiated between CLEC and Qwest.
- "Actual end 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.

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

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, (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 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
- The "actual start" time is defined as the time Qwest "lifts" the loop
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC) or a newly negotiated 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, the committed order due times scheduled due dates and appointment times will be negotiated between CLEC and Qwest
- "Actual end 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.

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

- Time intervals during the cutover process associated with CLEC-caused delays.
- CLEC not ready by 30 minutes after the Appointment Time
- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines

Product Reporting: Coordinated Unbundled Loops – Reported separately for • Analog Loops • All Other Loops	**Standard:** **OP-13A** 95 Percent or more **OP-13B** Diagnostic
Availability: Available	**Notes:**

Maintenance and Repair
MR-3 – Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services focusing on cases where the out-of-service cases were closed within the standard estimate for specified services (i e 24 hours for out-of-service conditions)

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

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

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

Reporting 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 within 24 hours) / (Total Number of Out of Service Trouble Reports Received) x 100

Explanation Percentage is obtained by dividing the total number of OOS reports closed within 24 hours by the total number of OOS reports received during the measurement 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 (6), Non-Telco Plant (11), Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IFC) and Customer Provided Equipment (CPE)
- Subsequent trouble reports (i e , redundant reports for the same trouble before it 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.
- Reports of problems received on day of installation before provisioning order is closed as complete

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
Megabit[1]	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
Zone-type Disaggregation -	
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail MegaBit
•	

Availability:

Available Performance results and statistical parameters (except as noted below)

- Under Development:
  - Resale Megabit under MSA type disaggregation beginning with Jan 00 data on the Nov 00 report[1]
  - Retail comparable for unbundled loop and UDIT beginning with Jun 00 data on the Sep 00 report
  - Statistical parameters for comparison of unbundled loop results with specified retail comparative - beginning with Jun 00 data on the Sep 00 report
  - UNE-P (POTS) beginning with Aug 00 data on the Sep 00 report
  - Shared Loop/Line Sharing and Sub-loop unbundling - TBD

Notes:

1 On the Aug 00 (Jan-Jul) Report Resale Megabit will be reported under Zone-type disaggregation Beginning on the Nov 00 report Resale Megabit will be reported under MSA type disaggregation

MR-4 – All Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble cases of all types (both out of service and service affecting) and on the number of such cases closed 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 of receipt to date and time trouble is indicated as 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 Maintenance Reports Completed within 48 hours) / (Total Maintenance Reports Closed)] 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 (6), Non-Telco Plant (11), Trouble Beyond the Network Interface (12), and Miscellaneous – Non-Dispatch non-Qwest (includes CPI Customer Instruction, Carrier, Alternate Provider (13).
  - 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 (i e , redundant reports for the same trouble before it 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
- Reports of problems received on day of installation before provisioning order is closed as complete

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
Megabit[1]	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail MegaBit
•	

Availability:

- Available – Performance results and statistical parameters (except as noted below)
- Under Development
  - Resale Megabit under MSA type disaggregation – beginning with Jan 00 data on the Nov 00 report[1]
  - Retail comparable for unbundled loop beginning with Jun 00 data on the Sep 00 report
  - Statistical parameters for comparison of unbundled loop results with specified retail comparative - beginning with Jun 00 data on the Sep report
  - UNE-P (POTS) beginning with Aug 00 data on the Sep 00 report
  - hared Loop/Line Sharing and Sub-loop unbundling - TBD

Notes:

1. On the Aug 00 (Jan-Jul) Report Resale Megabit is reported under Zone-type disaggregation. Beginning on the Nov 00 report Resale Megabit will be reported under MSA type disaggregation

MR-5 – All Troubles Cleared within 4 hours

Purpose:

Evaluates timeliness of repair for specified services focusing on all trouble cases of all types (including out of service and service affecting troubles) and on the number of such cases closed 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 of receipt 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 within 4 hours) / (Total Trouble Reports Received)] * 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 (i.e. redundant reports for the same trouble before it is closed)
- Information tickets generated for internal Qwest system/network monitoring purposes
- Time delays due to "no access" are excluded from repair time
- Reports of problems received on day of installation before provisioning order is closed as complete

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 Qwest Interoffice Trunks (reported separately)
* 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 Links (EELs) including UNE-C	Diagnostic
Availability:	**Notes:**
* Available – Performance results and statistical parameters (except as noted below)	
* Under Development	
Retail comparable for unbundled loop, LIS Trunks, and UDIT – beginning with Jun 00 data on the Sep 00 report	
Interval Zone1/Zone 2 disaggregation for Qwest Interoffice Trunks – Aug data on the Sept 00 report	
Statistical parameters for comparison of unbundled loop results with specified retail comparative - beginning with Jun 00 data on the Sep 00 report	
EELs - TBD	

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 trouble within a specified period (30 calendar days)

Description:

Measures the percentage of repair reports that are repeated within 30 days

- Includes all trouble reports closed during the reporting period that are received within thirty (30) days of the previous 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
- Includes reports due to Qwest network or system causes customer-direct and customer-relayed reports
- The period measured is from date and time of last report completed to date and time of next report

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

Reporting Comparisons: IXC 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 repeated repair reports occurring within 30 calendar days of initial trouble report ÷ Total number of Trouble Reports in the reporting period)] x 100)

Exclusions:

- Trouble reports coded as follows

  For products measured from MEAS data (products listed for MSA-type disaggregation) trouble reports coded to disposition codes for "Customer Action (6), Non-Telco Plant (11) Trouble Beyond the Network Interface (12) and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13).

  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 (i.e., redundant reports for the same trouble before it is closed)
- Information tickets generated for internal Qwest system/network monitoring purposes
- Reports of problems received on day of installation before provisioning order is closed as complete

MR-7 – Repair Repeat Report Rate (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
Megabit[T]	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
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 Qwest Interoffice Trunks (reported separately)
• 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
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail MegaBit
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 Links (EELs), including UNE-C	Diagnostic

MR-7 – Repair Repeat Report Rate (Continued)

Availability:

- Available – Performance results and statistical parameters (except as noted below)
- Under Development
  - Resale Megabit under MSA type disaggregation – beginning with Jan 00 data on the Nov 00 report[1]
  - Retail comparable for unbundled loop and UDIT – beginning with Jun 00 data on the Sep 00 report
  - Interval Zone1/Zone 2 disaggregation for Qwest Interoffice Trunks – Aug data on the Sept report
  - UNE-P (POTS) – beginning with Aug 00 data on the Sep 00 report
  - Shared Loop/Line Sharing, Sub-loop unbending, EELs and Dark Fiber – TBD
  - Statistical parameters for comparison of unbundled loop results with specified retail comparative – beginning with Jun 00 data on the Sep 00 report

Notes:

1. On the Aug 00 (Jan – Jun) Report Resale Megabit is reported under Zone type disaggregation. Beginning on the Nov 00 report Resale Megabit will be reported under MSA type disaggregation

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 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 (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous - Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA 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 (i.e., redundant reports for the same trouble before it is closed).
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Reports of problems received on day of installation before provisioning order is closed as complete.

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
Megabit	Parity with MegaBit 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
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Parity with Qwest Interoffice Trunks (reported separately)
• 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
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail MegaBit
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 Links (EELs), including UNE-C	Diagnostic
Availability: • Available – Performance results and statistical parameters (except as noted below) • Under Development: – Resale DSO – beginning with Jan 00 data on the Sep 00 report – Retail comparable for unbundled loop and UDIT – beginning with Jun 00 data on the Sep 00 report – Centrex 21, and Resale Basic ISDN – beginning with Aug 00 data on the Sep 00 report – Qwest Retail Interoffice trunks –	**Notes:**

beginning with Aug 00 data on the Sep 00 report - UNE-P (POTS) – beginning with Aug 00 data on the Sep 00 report - Shared Loop/Line Sharing, Sub-loop unbundling, EELs and Dark Fiber – TBD - Statistical parameters for comparison of unbundled loop results with specified retail comparative - beginning with Jun 00 data on the Sep 00 report	

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: Qwest network results, CLEC aggregate and individual CLEC results.	**Disaggregation Reporting:** Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices; NI-1B Interconnection (LIS) trunks to Qwest end offices. Reports the percentage of trunks blocking in local interoffice final trunks, reported by: NI-1C Trunks connecting Qwest end offices to Qwest tandem offices; NI-1D Trunks connecting Qwest end offices to other Qwest end offices.

Formula:
[Σ(Blockage in Final Trunk Group of Specified Type)(Number of Circuits in Trunk Group)] / (Total Number of Final Trunk Circuits in all Final Trunk Groups)

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: NOTE 1

- 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.

Product Reporting: None	**Standard:** Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with NI-1C Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with NI-1D
Availability: Available	**Notes:** 1. Qwest is developing the capability to exclude, in effect, CLEC-caused trunk blocking. This will be done by identifying and excluding trunk groups for which CLECs have not responded to notifications to augment trunk capacities, which then resulted in trunk blocking. When the process is finalized and the capability developed, Qwest will propose the specific language for this exclusion.

Collocation

CP-2 – Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest completes collocation arrangements for CLECs as scheduled or promised.

Description:
Measures the percentage of collocation orders for which the Ready For Service (RFS) date is met.

- Includes all collocations assigned a RFS date by Qwest and 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).
- A collocation arrangement is counted as met under this measurement if its Collocation Completion Date is the same as, or earlier than, the assigned RFS date.
- For CLECs with interconnection agreements that specify collocation installation intervals, and for individually negotiated intervals, the agreed-upon interval is the one measured.
- For CLECs with interconnection agreements that do not specify collocation installation intervals, the intervals applied for this measurement will be 90 calendar days for all types of collocation and augments thereto.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this indicator are disaggregated and reported as follows: A-1 Virtual, Physical Caged, and Shared Collocation A-2 Augments to Virtual, Physical Caged, and Shared Collocations. B-1 Cageless Collocations. B-2 Augments to Cageless Collocations.

Formula:
[(Count of Collocations with Collocation Completion Dates that are the same as, or earlier than, the assigned Ready for Service Date) / (Total Number of Collocations Completed in the Reporting Period)] x 100

Exclusions:

- RFS dates missed for CLEC-not-ready;
- RFS dates missed for CLEC equipment delays.

Product Reporting: • Virtual, Physical Caged, and Shared Collocation • Cageless Collocation	**Standard:** 90 percent or more
Availability: Available	**Notes:**

CP-4 – Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest met its stated commitment in the sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the allotted time frame for such studies.

- Includes all feasibility studies associated with collocation arrangements completed in the reporting period.
- For CLECs with interconnection agreements that identify a collocation feasibility study interval, and for individually negotiated intervals, the agreed-upon interval is the one measured.
- For CLECs without interconnection agreements that identify a collocation feasibility study interval, the interval measured is 7 business days for virtual collocation and 10 business days for physical collocation.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this indicator are disaggregated and reported as follows: A-1 Virtual and Physical Caged and Shared Collocation A-2 Augments to Virtual and Physical Caged and Shared Collocations. B-1 Cageless Collocations. B-2 Augments to Cageless Collocations.

Formula:
[(Total Applicable Collocation Feasibility studies completed in agreed-upon timeframe) / (Total applicable Collocation Feasibility studies completed)] x 100

Exclusions: None

Product Reporting: • Virtual, Physical Caged, and Shared Collocation • Cageless Collocation	**Standard:** 90 percent or more
Availability: Available	**Notes:**

EXHIBIT C - SERVICE INTERVAL TABLES

1.0 Unbundled Loops Service Interval Table:

(a.) Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

(b.) Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

(c.) Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

2.0 Unbundled Dedicated Interoffice Transport Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density **4 hrs Low Density**
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs
Rearrangement			
UDIT DS0, DS1	1 to 24 Circuits	Five (5) Business Days	
	25 or more Circuits	ICB	
UDIT DS3	1 to 24 Circuits	Seven (7) Business Days	
	25 or more Circuits	ICB	

3.0 Unbundled Local Switching Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density **24 hrs. Low Density**
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a Qwest standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	**High Density** **1 to 24**	Seven (7) Business Days	24 hrs.
	25 to 48	Eight (8) Business Days	24 hrs.
	49 to 72	Ten (10) Business Days	24 hrs.
	73 to 96	Twelve (12) Business Days	24 hrs.
	97 to 120	Fourteen (14) Business Days	24 hrs.
	121 to 144	Fifteen (15) Business Days	24 hrs.
	145 to 168	Sixteen (16) Business Days	24 hrs.
	169 to 240	Eighteen (18) Business Days	24 hrs.
	241 or more	ICB	24 hrs.
	Low Density 1 to 24	Eighteen (18) Business Days	24 hrs.
	25 to 72	Nineteen (19) Business Days	24 hrs.
	73 to 120	Twenty (20) Business Days	24 hrs.
	121 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Trunks	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Trunks	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Trunks	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	4 hrs.

EXHIBIT D

Date General Information Provided by USW:_____
General Agreement Number :_____
BAN Number(must be assigned before processing):_____

REVISED Qwest RIGHT OF WAY, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 3/13/00

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 or place Facilities on or within USW's Right of Way, Innerduct (collectively "Poles/Innerduct/ROW"). This General Information is necessary to determine if USW 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/ROW". Quotes are effective for thirty (30) days.

2. **PROCESS**. The USW process is designed to provide the CLEC the information so as to assist CLEC and USW to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

   2.1 Inquiry Attachment 1.A (Database Search). The CLEC is requested to review this document and return Form 1.A along with two copies of a map and the nonrefundable Inquiry Preparation Fee, calculated in the amount of One Hundred Fourteen Dollars ($114.00) per mile (with a One Hundred Fourteen Dollar minimum) for Pole Review, or the Innerduct or ROW Review Fee in the amount of One Hundred Seventy One Dollars ($171.00) per mile (with a One Hundred Seventy One Dollar minimum). These fees are intended to cover USW's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, public record review, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Please be sure a BAN number is assigned by the Product Manager (call 303-896-0789) before sending form 1.A.

   As indicated on Form 1. A, a copy of the signed form and maps of the desired route should be sent to the Product Manager while the fee should be sent to the Qwest CLEC Joint Use Manager with the original signed form 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the 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.

USW will complete the Inquiry review and prepare and return a Poles/Innerduct/ROW Verification 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, USW 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. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Hole sections or fewer. The Poles/Innerduct/ROW Verification 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 USW facilities and does not indicate whether space is available. The resulting information is provided with Attachment 1.B.

If there is no other effective agreement (i.e., interconnection agreement) between CLEC and Qwest concerning access to Poles, Ducts and Rights of Way, then Attachment 3 must be executed by both Parties in order to start the Inquiry Review process and in order for CLEC to obtain access to poles, ducts or rights of way.

2.2 Request Attachment 1.B (Verification). 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 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, form 1.B orders the field verification which may be done jointly. Such work shall be completed within thirty-five (35) days for a standard inquiry of one hundred (100) poles (or fewer), or thirty (30) Utility Hole sections (or fewer), or as negotiated between Qwest and CLEC and identified in Attachment 1.B. A copy of the signed Form 1.B should be sent to the Product Manager while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed 1.B form. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

2.3 Order Attachment 2 (Access). Upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct/ROW Order (Attachment 2) containing annual recurring charges, and 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 and complete the Make-ready work which may be required. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2

form should go to the Product Manager 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 repair or clear 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. Construction attaching to or entering Qwest-owned structure must conform to Qwest standards. 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 access agreement (Attachment 2) until provisions have been made for construction.

2.4 Provision of 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 and 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 or ROW 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 any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct/ROW Verification Costs Quotation are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space or ROW 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 will be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial along with the information upon which such denial is premised within 45 days of the initial inquiry.

3. DISPUTE RESOLUTION

a. 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.

b. 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.

c. 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.

d. 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.

ATTACHMENT 1. A

General Agreement No._____
BAN Number (must be assigned before processing):_____
Poles/Innerduct/ROW Inquiry Preparation Fee

Date Submitted:_____ Date Replied to CLEC: _____

CLEC Name: _____

Contact name:_____
Address: _____
Phone Number:_____
e-mail address:_____
State or location of
inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation
(One Mile Minimum)

	Costs	Est. Miles	Total
1. Pole Database & Field Engineer inquiry	$ 114.00 per mile	_____	$_____
2. Innerduct/ROW Database inquiry	$ 171.00 per mile	_____	$_____

3. Estimated Interval for Completion of Items 1or 2: 10 Days

4. Additional requirements of CLEC: _____

This Inquiry will result in a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification. In the case of Poles, the name and telephone number of the Field Engineer will be provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of the 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 search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct/ROW.

		Qwest Corporation
Signature		Signature
		JOHN CARVETH

Name Typed or Printed		Name Typed or Printed
		PRODUCT MANAGER
Title		Title
Date		Date

This signed form (original) should be sent with a check for the Inquiry amount ($114 per mile or $171 per mile) to:

Pam Fisher, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
303-792-6990

A copy of this form should be sent with two acceptably-detailed maps showing the requested route to:

John Carveth, Qwest Structure Product Manager, Suite 2330, 1801 California, Denver, CO 80202 303-896-0789

ATTACHMENT 1.B

General Agreement No._____
BAN Number:_____

Poles/Innerduct/ROW Verification 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 NumberTotal Charge
1. Pole Field Survey (10 pole minimum) _____	$5.00 per pole _____
2. Innerduct/ROW Field Survey _____	$406.00 per Manhole _____

3. Estimated Interval for Completion of Items 1 or 2: _____ Working Days

4. Additional requirements of CLEC: _____

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 and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct/ROW. 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.

		Qwest Corporation
Signature		Signature
		JOHN CARVETH
Name Typed or Printed		Name Typed or Printed
		PRODUCT MANAGER
Title		Title
Date		Date

A copy of this form signed form should be sent to:

John Carveth, Qwest Structure Product Manager, Suite 2330, 1801 California, Denver, CO 80202

The original signed form should be sent with a check for the verification amount to:

Pam Fisher, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112

Exhibit D

ATTACHMENT 2

Poles/Innerduct/ROW Order General
Agreement No_____
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: $ _____
Note: Make-Ready charges do not include construction work to enhance infrastructure

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 showing 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 Charg
5. Per Pole Attached	$ _____/Foot/Pole	_____	$_____
6. Per Innerduct Foot	$ _____/Foot	_____	$_____
Total Annual Recurring Charges			$_____

For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you choose not to 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 2000 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2000 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annualized, if requested by CLEC, Semi-Annual) 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 Pole/Innerduct. By signing this document you are leasing the available space.

Return this signed form and check to: Pam Fisher, **Qwest CLEC Joint Use, Suite 101, 6312 S. Quentin, Englewood, CO 80112**

Send a copy to: John Carveth, **Structure Product Manager, Suite 2330, 1801 California, Denver, CO 80202**

Qwest Field Engineer _____

Phone Number _____

		Qwest Corporation
Signature		Signature
		JOHN CARVETH
Name Typed or Printed		Name Typed or Printed
		PRODUCT MANAGER
Title		Title
Date		Date

ATTACHMENT 3

General Agreement No._____

Qwest POLE AND 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 install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct or right of way (collectively "Poles/Innerduct/ROW") 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 (e.g., an interconnection agreement) between CLEC and Qwest concerning access to Poles, Ducts and Rights of Way, then this agreement must be executed by both Parties in order to start the Inquiry Review process and in order for CLEC to obtain access to poles, ducts and rights of way.

1. **SCOPE.**

   1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct/ROW owned or controlled by Qwest. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

   1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct any Poles/Innerduct or other facility for use by CLEC.

   1.3 Qwest agrees to provide access to 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 shall continue in effect for the term specified in the Order. 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 CLEC 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 Qwest. 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 the amount of fees and charges owing on the terminated Order(s) until the date of removal of its facilities 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. Any such sale shall be subject to the existing rights of Co-Provider. 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 or if requested by CLEC, semi-annual basis. Annual Fees will be assessed as of January 1st of each year. Semi-annual Fees shall be assessed on January 1st and July 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 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 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/Sub CLEC 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 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. 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(B) 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 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.

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 and CLEC will not be required to obtain prior consent for such assignment; however, CLEC must provide Qwest with 30 days prior notice before the assignment becomes effective.

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.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC	Qwest Corporation
_____	_____
Signature	Signature
_____	JOHN CARVETH
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: JOHN CARVETH Phone: 303-896-0789 FAX: 303-896-9022

Exhibit D

EXHIBIT A

PULLING IN REPORT

_____

_____20___

Qwest Corporation

_____

_____

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	Date

_____
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 B

CLEC:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY CLEC

Street Address _____
City and State_____
Date_____

Qwest

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 MODIF

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted
By _____
Discontinued:

Title_____

Total duct footage_____

_____
CLEC

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY CLEC

Street Address_____
City and State_____
Date_____

Qwest
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.RMV/ 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 -			
10.		A A/GS -			
11.		A A/GS -			
12.		A A/GS -			
13.		A A/GS -			

Date Notification Received _____
Date Modification Received_____
By:_____

Discontinued:

Poles_____
Anchors_____
Anchor/Guy Strands_____

_____
Name of CLEC

By:_____

Its:_____

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 8, 2001 through March 14 , 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT01-010 In the Matter of the Complaint filed by Robert E. Anderson, Hudson, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

The Complainant claims that he did not give authorization to switch service. AT&T claims that authorization was given by the Complainant's daughter who was ordering service from AT&T for her residence in Hawaii. The Complainant is seeking $1000 plus credit of all charges.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Filed: 03/08/01
Intervention Deadline: N/A

CT01-011 In the Matter of the Complaint filed by Joanna Gilkerson, Gregory, South Dakota against Excel Telecommunications, Inc. Regarding Delayed Cancellation.

Complainant alleges that she cancelled long distance services with Excel in 1999 and began receiving monthly bills from Excel in March 2000. She requests that Excel stop billing her and that the billing problem is permanently solved.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 03/13/01
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC01-020 In the Matter of the Filing for Approval of an Agreement for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and FiberComm, L.C.

On March 09, 2001, an Agreement for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and FiberComm, L.C. (FiberComm) was filed with the Commission

Date Docketed: 03/12/01
Intervention Deadline: 03/30/01

TC01-023 In the Matter of the Application of Working Assets Funding Service, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Working Assets Funding Service, Inc. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant is a reseller who is currently providing interexchange services in South Dakota.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 3/13/01
Intervention Deadline: 3/30/01

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR APPROVAL OF AN AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES BETWEEN QWEST CORPORATION AND FIBERCOMM, L.C.	)	ORDER APPROVING AGREEMENT TC01-020

On March 9, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an interconnection agreement between FiberComm, L.C. (FiberComm) and Qwest.

On March 15, 2001, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 29, 2001, to do so. No comments were filed.

At its duly noticed July 10, 2001, meeting, the Commission considered whether to approve the agreement between Qwest and FiberComm. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 12th day of July, 2001.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 7/13/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner