

DOCKET NO.

In the Matter of

IN THE MATTER OF THE FILING FOR
APPROVAL OF A LOCAL
INTERCONNECTION AGREEMENT
BETWEEN QWEST CORPORATION
AND SPRINT COMMUNICATIONS
COMPANY L.P.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
9/21/01	Filed and docketed;
9/22/01	Public Hearing;
11/13/01	Order Approving Agreement;
11/13/01	Docket Closed.

Tieszen Law Office, LLP

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Richard P. Tieszen
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September 24, 2001

Rolayne Wiest
General Counsel
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070

**Re: Sprint Communications Company, Inc. and Qwest Corporation - Local
Interconnection Agreement
Our File No. 96.840**

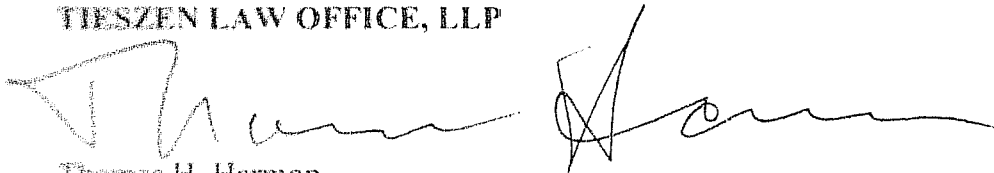
Dear Ms. Wiest:

Please find for filing the original and ten copies of the above-referenced Local Interconnection Agreement. Please file this as a negotiated local interconnection agreement.

If there is anything further you require for this filing, please let me know.

Sincerely,

TIESZEN LAW OFFICE, LLP



Thomas H. Harmon

THH:mm
Enclosure - Local Interconnection Agreement
cc: Client

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SEP 26 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**LOCAL INTERCONNECTION
AGREEMENT**

BETWEEN

QWEST CORPORATION

AND

SPRINT COMMUNICATIONS COMPANY, L.P.

**JULY 27, 2000 FOR THE STATES OF:
ARIZONA, COLORADO, MINNESOTA, WASHINGTON**

AND

**JANUARY 26, 2001 FOR THE STATE OF:
OREGON**

AND

**AUGUST 14, 2001 FOR THE STATES OF:
IDAHO, IOWA, MONTANA, NEBRASKA, NEW MEXICO,
NORTH DAKOTA, SOUTH DAKOTA, UTAH, AND WYOMING**

RECEIVED

SEP 24 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

(A)3.21	Notices	35
(A)3.22	Responsibility of Each Party	35
(A)3.23	No Third Party Beneficiaries.....	36
(A)3.24	Referenced Documents	36
(A)3.25	Publicity.....	37
(A)3.26	Amendment	37
(A)3.27	Executed in Counterparts.....	37
(A)3.28	Headings of No Force or Effect.....	37
(A)3.29	Regulatory Approval	37
(A)3.30	Compliance.....	38
(A)3.31	Customer Contacts	38
(A)3.32	Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")	38
(A)3.33	Cooperation.....	38
(A)3.34	Most Favored Nations Treatment.....	38
(A)3.35	Nonexclusive Remedies	38
(A)3.36	Privacy of Customer Information	39
(A)3.37	Severability.....	39
PART B - RESALE.....		41
(B)1.	Description	41
(B)2.	Terms and Conditions	41
(B)3.	Rates and Charges.....	44
(B)4.	Ordering Process	46
(B)5.	Billing.....	47
(B)6.	Maintenance and Repair	48

(E)13. Dark Fiber	181
(E)14. Unbundled Customer Controlled Rearrangement Element (UCCRE)....	186
(E)15. Additional Unbundled Elements	187
(E)16. Construction Charges.....	187
(E)17. 8XX Database Query Service.....	188
PART F - ANCILLARY SERVICES.....	191
(F)1. Interim Number Portability	191
(F)2. Local Number Portability.....	201
(F)3. 911/E911 Service.....	202
(F)4. Directory Assistance.....	207
(F)5. Directory Listings.....	210
(F)6. Toll and Assistance Operator Services	217
(F)7. Advanced Intelligent Network (AIN).....	221
(F)8. Interconnection to Line Information Database (LIDB).....	224
(F)9. Access to Poles, Ducts, Conduits, and Rights of Way.....	230
(F)10. InterNetwork Calling Name.....	240
(F)11. Custom Local Area Signaling Services (CLASS).....	242
PART G- MISCELLANEOUS PROVISIONS	245
(G)1. Network Security.....	245
(G)2. Access To Operational Support Systems (OSS).....	251
(G)3. Access To Telephone Numbers	270
(G)4. Dialing Parity.....	270
(G)5. Qwest Dex	271
(G)6. Notice of Changes.....	271

PART A - GENERAL TERMS

This Local Interconnection Agreement is between Sprint Communications Company, L.P. ("Sprint"), a Delaware Limited Partnership, and Qwest Corporation ("Qwest"), a Colorado corporation for services in the states of Arizona, Colorado, Minnesota, Washington, and Oregon

(A)1. SCOPE OF AGREEMENT

- (A)1.1 Pursuant to this Local Interconnection Agreement Sprint, a Competitive Local Exchange Carrier, and Qwest, collectively "the Parties", will extend certain arrangements to one another 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 for purposes of providing Local Telecommunications Services. It also includes certain services which the Parties will provide to each other as Local Exchange Carriers under Section 251(b) of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"). This Agreement is a combination of agreed terms and conditions imposed by arbitration under Section 252 of the Act and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- (A)1.2 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 or could be the results of arbitrated decisions related to interconnection agreements between the parties which are currently being challenged. 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. Nothing in this Agreement shall preclude or estop the Parties 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 the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, 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 pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection, services, and network element arrangement contained in this Agreement, and this Section 1.2 shall be

(A)2. DEFINITIONS

The following Section contains definitions only. These definitions are not to be construed as terms and conditions of the Agreement. Rather, they are for informational purposes only. Terms not otherwise defined here, but defined in the Act shall have the meaning defined there.

- (A)2 1 **ACCESS SERVICES** are defined in the state and interstate tariffs of the Parties.
- (A)2 2 **ACCESS SERVICE REQUEST (ASR)** means the industry standard forms and supporting documentation used for ordering Access Services and Local Interconnection Service.
- (A)2 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 a Commission within its state of jurisdiction.
- (A)2 4 **ADJACENT COLLOCATION** is the installation of Sprint equipment adjacent to, or near the Qwest facilities or Qwest collocation space, and interconnecting via facilities. Adjacent collocated facilities may or may not be located on the Qwest property.
- (A)2 5 **AFFILIATE** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).
- (A)2 6 **ARRANGEMENT** for interconnection, services, or unbundled network elements means all of the rates, terms and conditions contained in an Agreement to which Qwest is party approved by the Commission under Section 252 of the Act, in their entirety, related to the provision of any one of the following (1) interconnection and reciprocal traffic exchange, (2) services, or (3) unbundled network elements.
- (A)2 7 **ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL)** means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods.
- (A)2 8 **ADVANCED INTELLIGENT NETWORK (AIN)** is a network functionality platform that permits service-specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features, services and routing.
- (A)2 9 **AUTOMATED MESSAGE ACCOUNTING (AMA)** structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document.

- (A)2.20 **TANDEM OFFICE SWITCHES** which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for the exchange of Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.
- (A)2.21 **CLASS 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; Selective Call Rejection. (See Bellcore/Telcordia documentation for definition).
- (A)2.22 **COLLOCATION** is an arrangement where space is provided in a Qwest Central Office for the placement of Sprint's equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest, to the extent required by applicable law, offers the following Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation, Caged Shared Collocation, Adjacent Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.23 **COMBINATIONS** refers to different Network Elements that are logically related to provide a telecommunications service.
- (A)2.24 **COMMISSION** means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.25 **COMMON CHANNEL SIGNALING (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.
- (A)2.26 **COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC)** means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- (A)2.27 **CUSTOMER/END USER** means a third party that subscribes to telecommunications services provided by either of the Parties for their own use or in the offering of other telecommunications services.
- (A)2.28 **CUSTOMER ACCOUNT RECORD EXCHANGE ("CARE")** This refers to customer account data exchanged electronically between a Local Exchange Carrier (Qwest) and another Carrier (e.g., Sprint LD, etc.) in order to maintain current, accurate data on the customer's account status.
- (A)2.29 **CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)** means (A) information that relates to the quantity, technical configuration, type, destination, and amount of use of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made

- (A)2 40 **EXCHANGE SERVICE (EAS LOCAL)** is local traffic as defined by the term Local Call
- (A)2 41 **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/Telcordia document that defines industry standards for exchange message records.
- (A)2 42 **EXPANDED INTERCONNECTION CHANNEL TERMINATION (EICT)** telecommunications Interconnection between Sprint collocated equipment and Qwest's network is accomplished via an Expanded InterConnection Channel Termination (EICT). This element can be at OCn (meaning OC3, OC12, OC48 etc.), DS3, DS1 or DS0 level depending on the Qwest service to which it is connected. An EICT generally includes regeneration.
- (A)2 43 **EXTENDED AREA SERVICE (EAS)/LOCAL TRAFFIC** is either a mandatory or optional enlargement of a Local Calling Area pursuant to the appropriate Commission decision where end users may originate toll free calling to the enlarged area.
- (A)2 44 **FIBER-MEET** means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- (A)2 45 **HUB** denotes a Qwest Wire Center which is used as the Sprint POI for exchanging local traffic and at which Qwest multiplexing services are available to Sprint.
- (A)2 46 **HDSL or High-Bit Rate Digital Subscriber Line** means a two-wire or four-wire transmission technology that typically transmits a DS1-level signal (or, higher level signals with certain technologies).
- (A)2 47 **IABS** means the Interexchange Access Billing System which is Qwest's version of the Carrier Access Billing System (CABS) and is described in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore/Telcordia and contains the recommended guidelines for the billing of access and other connectivity services.
- (A)2 48 **INTEGRATED DIGITAL LOOP CARRIER** means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 Mbps digital signal).
- (A)2 49 **INTERCONNECT MEDIATED ACCESS (IMA)** is a Qwest Operational Support Systems (OSS) electronic interface gateway utilizing either Electronic Data Interface (EDI) or Graphical User Interface (GUI). These gateways act as a mediation and security control point between the Sprint

include local measured service (see also definition of Extended Area Service/Local Traffic).

- (A)2.59 **LOCAL EXCHANGE CARRIER (LEC)** means any person that is engaged in the provision of telephone exchange service (EAS/Local) or exchange access (IntraLATA Toll). Such term does not include a person insofar as such person 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.
- (A)2.60 **LOCAL INTERCONNECTION SERVICE (LIS)** provides for local call termination services under reciprocal traffic exchange. LIS provides the Parties the ability to terminate calls within the Commission defined Local Calling/EAS.
- (A)2.61 **LOCAL LOOP TRANSMISSION** or LOOP means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the termination of the facility on a Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.
- (A)2.62 **LOCAL NUMBER PORTABILITY (LNP)** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another.
- (A)2.63 **LOCAL SERVICE REQUEST (LSR)** means the recommended industry forms and supporting documentation used for ordering local telecommunications services.
- (A)2.64 **MAIN DISTRIBUTION FRAME (MDF)** means a Qwest distribution frame used to interconnect cable pairs and equipment on a switching system.
- (A)2.65 **MASTER STREET ADDRESS GUIDE (MSAG)** means the master document or file that lists street names, address ranges, and routing codes.
- (A)2.66 **MULTIPLE EXCHANGE CARRIER ACCESS BILLING (MECAB)** refers to the 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/Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two or more LECs (including a ILEC and a CLEC), or by one LEC in two or more states within a single LATA.
- (A)2.67 **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, published

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.

- (A)2.80 **RATE CENTER AREA** is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.
- (A)2.81 **RATE CENTER POINT** is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center.
- (A)2.82 **RESELLER** is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of telecommunications services for resale to its end users.
- (A)2.83 **RIGHT OF WAY (ROW)** is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- (A)2.84 **ROUTING POINT** means a location which Qwest or Sprint has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Qwest or Sprint which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point may be an "End Office" location, or a "Qwest Consortium Point of Interconnection". Pursuant to that same Bellcore/Telcordia Practice, examples of the latter may be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore/Telcordia document refers to the Routing Point as the Rating Point. For the purposes of this Agreement, the Routing Point can be distinct from the Rating Point. The Rate Center Point must be located in the Rate Center area. The Routing Point may be located outside of the Rate Center Area.
- (A)2.85 **SELECTIVE ROUTING** is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- (A)2.86 **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 a SCP.

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 Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

- (A)2.95 **TELECOMMUNICATIONS SERVICES** means the offering of telecommunications for a fee directly to end users.
- (A)2.96 **TRAFFIC TYPE** is the characterization of IntraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier.
- (A)2.97 **TOLL FREE NUMBER DATABASE** provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs.
- (A)2.98 **TRANSIT TRAFFIC** means 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 the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.
- (A)2.99 **TRCO** means Trouble Reporting Control Office.
- (A)2.100 **UNBUNDLED NETWORK ELEMENTS (UNE)** are network elements which are defined by the FCC or Commission and Qwest must make available for use by Sprint for a fee. UNE requirements may change from time to time and Qwest must make available to Sprint those UNEs required under the law.
- (A)2.101 **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 Act and the applicable FCC rules.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

Agreement will terminate on the date specified in the notice or on the date the Agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new Agreement is approved by the Commission.

(A)3.3 Proof of Authorization

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) in accordance with FCC Rules, as effective. POA shall consist of documentation acceptable to the end user's selection. Such selection may be obtained in the following ways:

- (A)3.3.1 The end user's written Letter of Authorization.
- (A)3.3.2 The end user's electronic authorization including but not limited to the use of an 8XX number.
- (A)3.3.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

To the extent authorized by law, the Parties may request POAs for verification from the other Party and take any appropriate action.

The following language applies to the State of Montana only ((A)3.3 is deleted in its entirety and replaced with the following:)

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 acceptable to the end users selection. Such selection may be obtained in any manner consistent with Montana law.

The Parties shall make POAs available to each other upon request. A charge of \$100.00 (slamming charge) 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.

(A)3.4 Billing and Payment

- (A)3.4.1 Billable Charges
 - (A)3.4.1.1 Qwest will bill in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from Qwest Network Elements, Combinations, and Local Services, as set forth in this Agreement (hereinafter "Charges"). Each bill

accompanied by sufficient detail to validate/substantiate such late billed charges.

(A)3.4.2 Payment of Charges

(A)3.4.2.1 Subject to the terms of this Agreement, Sprint and Qwest will pay each other, unless bills are properly disputed, within thirty (30) calendar days from the date of the bill or twenty (20) business days from the date the bill is received (or in a readable form for electronic transmissions), whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the bank Sprint specifies, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the bank Sprint specifies, payment will be made on the preceding business day.

(A)3.4.2.2 Payments shall be made in U.S. Dollars via electronic funds transfer or American Clearing House ("EFT" or "ACH") to the other party's bank account. At least thirty (30) days prior to the first transmission of Billing data and information for payment, Qwest and Sprint shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments shall be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. Sprint will provide Qwest with one address to which such payments shall be rendered and Qwest will provide to Sprint only one address to which such payments shall be rendered. In the event Sprint receives multiple Bills from Qwest which are payable on the same date, Sprint may remit one payment for the sum of all Bills payable to Qwest's bank account specified in this subsection. Each party shall provide the other party with a contact person for the handling of Billing payment questions or problems.

(A)3.4.3 Adjustments

Subject to the terms of this Agreement, the Parties will adjust each other's bill for any incorrectly Billed Charges for services provided hereunder. Where services are ordered or requested but not delivered, or for total service interruption, an adjustment will be made equal to the amount that was or would have been charged to the other Party. Such adjustments shall be set forth

generally follow the resolution procedures and timeframes outlined below:

(A)3.4.5.1.1 If the dispute is not resolved within sixty (60) calendar days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.

(A)3.4.5.1.2 If the dispute is not resolved within ninety (90) calendar days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.

(A)3.4.5.1.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.

(A)3.4.5.1.4 If the dispute is not resolved within one hundred and fifty (150) calendar days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

(A)3.4.6 Late Payment Charges

(A)3.4.6.1 A late payment charge as required by the applicable state Commission applies to all billed balances, which are not properly disputed, which are not paid by the billing date shown on the next bill. To the extent Sprint pays the billed balance on time, but the amount of the billed balance is disputed by Sprint, and, it is later determined that a refund is due Sprint, interest shall be payable on the refunded amount from the date of payment in the amount that is equal to the late payment charge as required by the applicable state Commission.

(A)3.4.6.2 If a Party disputes Charges and does not pay such Charges by the payment due date, such Charges may be subject to late payment charges. If the

rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Sprint's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by Sprint. The fact that a deposit has been made does not relieve Sprint from any requirements of this Agreement.

(A)3.4.7.3 Qwest may review Sprint's credit standing and modify the amount of deposit required.

(A)3.5 Taxes

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.

(A)3.6 Insurance

Sprint 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.

(A)3.6.1 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.

(A)3.6.2 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 Sprint hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

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.

(A)3.8 Limitation of Liability

(A)3.8.1 Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

(A)3.8.2 Except for Losses alleged or made by a Customer of either Party in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear and its obligations under this Section shall be limited to that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

(A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of 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 negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

(A)3.8.4 Except as provided immediately below, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either

proceeding that the use, sale, offer for sale, performance or provision of any facilities, equipment, services or other item provided by that Party (the "Providing Party") under this Agreement, infringes any U.S. patent, copyright, or constitutes misappropriation of a trade secret of a third party. The Requesting Party will notify the Providing Party promptly in writing of any such claim, demand or proceeding, and give such information, assistance and authority as reasonably required for the handling or defense of such claim all at the Providing Party's expense. The Providing Party shall have sole control over the defense of any such claim, demand or proceeding and all negotiations regarding its settlement. The Providing Party shall not have any obligation hereunder if any infringement or allegation thereof is based upon use of any item in combination with another item not furnished by the Providing Party (unless the other item is merely an immaterial part of the combination) or based upon use of any item in a manner for which it was not provided or intended and in the event of such infringement or allegation, the Requesting Party shall defend and pay any damages awarded against the Providing Party.

- (A)3.10.2 For the use and provisioning of unbundled elements, the Parties agree to negotiate provisions related to Intellectual Property defense and apportionment of damages, and third party intellectual property licenses in accordance with FCC decisions as effective resulting from CCB Docket 97-19.
- (A)3.10.3 Each Party shall not, without the express written permission of the other Party state that; a) the other party is in any way connected or affiliated with other Party or its affiliates, b) they are part of a joint business association or similar arrangement with the other Party or its affiliates, c) the other Party is sponsoring, endorsing or certifying a Party's goods and services, or d) with respect to a Party's advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the Other Party or any of its affiliates. Nothing in this paragraph shall prevent each Party from truthfully describing the network elements it uses to provide service to its customers.
- (A)3.10.4 Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property now or hereafter owned, controlled or licensable by either Party.
- (A)3.10.5. Sprint may use the phrase "Sprint is a reseller of Qwest services" (the Authorized Phrase) in Sprint's printed materials provided:

or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. Sprint 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 Owner. Sprint 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 Owner.

(A)3.10.7 The Parties understand that third party hardware or software vendors or others ("Third Party(ies)") whose products or alleged rights are utilized in Qwest's network may dispute the sufficiency of Qwest's rights to allow Sprint to deliver traffic over Qwest's network. In the event a Third Party requests compensation from Sprint or Qwest for Sprint's use of Qwest's network prior to the FCC's issuance of rules in Docket Nos. CC96-98 and CCPOL 97-9 resolving these issues, the Parties agree to work cooperatively toward resolution of the issue through negotiations with the Third Party. If, after a reasonable period of negotiation, either Party decides that the negotiations with the Third Party will not result in an agreeable solution, either party may request that the issue be resolved through expedited arbitration pursuant to the Dispute Resolution provisions hereof. The Parties will cooperate to influence the Third Party to also participate in the arbitration. Each party will bear responsibility for its own costs during the negotiation and the arbitration process. If an arbitrator or a court determines that reasonable compensation is due to the Third Party, Sprint agrees that such compensation attributable to Sprint's use of the Qwest network shall be paid by Sprint. Sprint's agreement to this provision is without prejudice to any position that it may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing the subject matter hereof.

Nothing in this section shall preclude Qwest from recovering their costs under applicable state and federal rules.

(A)3.10.8 Nothing herein shall preclude either Party from referring to the other in comparative advertising, provided that such advertising is lawful under all applicable federal laws, including but not limited to the Lanham Act (as amended).

(A)3.11 Warranties

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,

such default or violation shall continue for thirty (30) calendar days after written notice thereof (cure period), 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.

The following language applies to the State of Minnesota only

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 (cure period), the other Party must notify the Minnesota Public Utilities Commission in writing and 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. Neither Party will disconnect the other without first obtaining the approval of the Commission.

(A)3.14 Disclaimer of Agency

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.

(A)3.15 Nondisclosure

The following language applies to the State of Minnesota only

To the extent permitted by applicable law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

(A)3.15.1 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,

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 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.

(A)3.15.5 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 Commission so long as any confidential obligation is protected.

(A)3.15.6 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 date of this Agreement.

(A)3.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; 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.

(A)3.17 Dispute Resolution

(A)3.17.1 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.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice

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 thereof subject to review by the Commission. The Parties shall submit a copy of each arbitration opinion to the Commission, the Department of Public Service, and the Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrator's decision shall prevail in effect unless the Commission decides otherwise within forty-five (45) days. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. 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).

The following language applies to the State of Montana only

(A)3.17.3 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. 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. The arbitrator shall not have authority to award punitive damages. 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 thereof, subject to review by the Commission. The Parties shall advise the Commission that they will be settling a dispute through arbitration as soon as reasonably possible and, in every instance, prior to retaining an arbitrator. The Parties shall file a copy of each arbitration opinion with the Commission within ten (10) days of service of same. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. 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).

(A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution

(A)3.21 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest

Director - Interconnection/Integration
1801 California, Room 2410
Denver, CO 80202

With copy to:

Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

SPRINT

Ken Ross, Director - Local Market Development
7301 College Blvd. (Mailstop: KSOPKV0212)
Overland Park, KS 66210

With copy to:

Richard Morris, Vice President, External Affairs -Local Markets
7301 College Blvd. (Mailstop: KSOPKV0214)
Overland Park, KS 66210

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Each Party shall inform the other of any changes in the above addresses.

(A)3.22 Responsibility of Each Party

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 or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents'

the modifications materially and adversely affect its rights under this Agreement, the Parties agree to promptly negotiate a resolution. Sprint also has rights under the Dispute Resolution Section of this Agreement.

(A)3.25 Publicity

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.

(A)3.26 Amendment

Sprint and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

The following language applies to the State of Minnesota only

Sprint and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. The Commission must approve of any amendment, modification, or supplement to this Agreement.

(A)3.27 Executed in Counterparts

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.

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification that meets with regulatory approval.

All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

The obligations of the Parties and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, either Party may sue in equity for specific performance.

(A)3.36 Privacy of Customer Information

(A)3.36.1 Every telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services provided by a telecommunications carrier.

(A)3.36.2 A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.

(A)3.36.3 Confidentiality of Customer Proprietary Network Information

(A)3.36.3.1. Except as required by law or with the approval of the customer, a telecommunications carrier that receives or obtains customer proprietary network information by virtue of its provision of a telecommunications service shall only use, disclose, or permit access to individually identifiable customer proprietary network information in its provision of (A) the telecommunications service from which such information is derived, or (B) services necessary to, or used in, the provision of such telecommunications service, including the publishing of directories.

(A)3.36.3.2 A telecommunications carrier shall disclose customer proprietary network information, upon affirmative written request by the customer, to any person designated by the customer.

(A)3.37 Severability

PART B - RESALE

(B)1. Description

(B)1 1 Qwest Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll originating from Qwest exchanges will be available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest Tariffs, where applicable. Where 1+ IntraLATA toll presubscription is not available, Qwest will provide IntraLATA Toll service to Sprint for resale. In states where 1+ IntraLATA Toll presubscription is available Sprint has the option to arrange for another provider.

Except as otherwise explicitly provided by applicable law, and where technically feasible, there shall be no restrictions on the resale, under 251 (C) (4), of stand alone regulated vertical features that are associated with telecommunications services.

(B)1 2 When provided by Qwest, DSL services designed for and sold directly to residential and business end users are subject to the discounted resale obligations of Section 251(c)(4). Qwest will offer DSL services at the respective applicable customer retail discounts prescribed by the state commissions.

(B)1 3 Sprint acknowledges that pursuant to Section 251(b) of the Act, it has an obligation to make telecommunication services available to Qwest for resale. Should Qwest wish to obtain services from Sprint for resale, Sprint will negotiate an agreement that addresses the same terms and conditions as exists within this Resale section and relevant Part A provisions. The Parties will negotiate the prices at which Qwest may purchase such services.

(B)1 4 To the extent that the Commission has ruled, certain Qwest services are not available for resale under this Agreement and certain other Qwest services are available for resale but not at a discount, as identified in Part H or in individual state Tariffs. The availability of services and applicable discounts identified in Part H or in individual Tariffs are subject to change pursuant to the Rates and Charges subsection of this Resale section.

(B)2. Terms and Conditions

(B)2 1 Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll may be resold only for their intended 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 Sprint for its own use, such as administrative services, must be identified by Sprint and Sprint must pay the full retail rates and prices for such services.

services. Qwest assumes no liability for the accuracy of information provided by Sprint.

- (B)2.8 If Qwest provides and Sprint accepts operator services, directory assistance, and IntraLATA long distance as a part of the resold line, it will be offered with standard Qwest branding. At the request of Sprint and where technically feasible, Qwest will rebrand operator services and directory assistance in Sprint's name, provided the charges associated with such rebranding are paid by Sprint in accordance with Section (G), Branding, herein.
- (B)2.9 Sprint shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA services and IntraLATA services when IntraLATA presubscription is implemented.
- (B)2.10 When end users switch from Qwest to Sprint, or to Sprint from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. Qwest shall take no action to prevent Sprint end users from retaining their current telephone numbers.
- (B)2.11 Sprint is liable for all fraud associated with service to its end-users and accounts. Sprint will take responsibility for investigating fraud associated with their use of Qwest resold services and, if appropriate, will demonstrate to Qwest that Qwest shares responsibility for the resulting fraud. Where Sprint and Qwest are jointly responsible for the fraud, each will share responsibility for the resulting loss of revenue. When fraudulent or potentially fraudulent situations are discovered, the Parties will take immediate corrective action. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to Sprint's accounts, Qwest will promptly inform Sprint and, at the direction of Sprint, take reasonable action to mitigate the fraud where such action is within Qwest's control.
- (B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Sprint 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 Sprint a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest's retail end users. If the quote is accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment.

The following language applies to the State of Montana only

- (B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities unless otherwise required by Montana law. However, if Sprint requests that facilities be constructed or enhanced to provide resold services, Qwest will review such requests on a case-by-case

- (B)3.3 The Customer Transfer Charges (CTC) as specified in Part H apply when transferring services to Sprint.
- (B)3.4 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by Sprint 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.
- (B)3.5 Sprint will pay to Qwest the PIC change charge without discount for Sprint end user changes of interexchange or IntraLATA carriers. Any change in Sprint's end users' interexchange or IntraLATA carrier must be requested by Sprint on behalf of its end user.
- (B)3.6 Sprint 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, etc.). Access to these services will not be turned up if Sprint requests that those services be blocked and if Qwest offers such blocking to its End Users. Qwest will bill Sprint the same charges with a wholesale discount that Qwest bills its End Users for providing blocking services. Qwest shall provide Sprint with detailed billing information (per applicable OBF guidelines, if any) as necessary to permit Sprint to bill its end users such charges.
- (B)3.7 Qwest shall provide to Sprint, on a per-line basis, the ability to request blocking services that Qwest offers to its end users, e.g., 700, 900, 976.
- (B)3.8 Product specific non-recurring charges, as set forth in Qwest's applicable Tariffs, without a discount, will apply when additional lines, trunks or circuits are added or when the end user adds features or services to existing line or trunks.
- (B)3.9 Miscellaneous charges, if applicable, will be consistent with charges for equivalent services ordered by Qwest end users.
- (B)3.10 When end-user accounts are converted to Sprint accounts, all Qwest calling cards will automatically be terminated at conversion.
- (B)3.11 If the Commission orders additional services to be available for resale or removes the resale requirement for a service, the Parties agree that they will revise Part H to incorporate the changes required by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the Commission ordered wholesale discount rate. If the Commission, through a cost proceeding, establishes wholesale discount rates and other resale charges to be made generally available to Resellers or establishes a resale Tariff, the Parties agree that they will revise Part H to incorporate the Commission ordered wholesale discount rates and/or other resale charges into this Agreement effective on the date ordered by the Commission.

Qwest will not provide Sprint with the name of the other service provider selected by the end user.

(B)4.6 Sprint shall provide Qwest and Qwest shall provide Sprint with points of contact for order entry, problem resolution and repair of the resold services.

(B)4.7 Due date interval standards are addressed in the Interconnect & Resale Resource Guide.

(B)4.8 When Qwest provides short installation intervals to its end-users, via soft dial tone, (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation), Qwest shall match those installation intervals for Sprint once the order is received from Sprint.

(B)4.9 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.

(B)4.9.1 When Sprint initiates an order with a due date that is within the Qwest Standard, and Qwest cannot meet this date, Qwest will issue an FOC to Sprint with a new due date. If Sprint's end user cannot accept this date, Sprint will escalate the order to Qwest's Service Center. If Qwest can improve the due date interval, but cannot meet the original requested date, Sprint is required to initiate a supplemental order indicating the re-negotiated due date. Qwest will initiate a revised FOC with the agreed to date. In this scenario, Sprint should not be charged for the supplemental order activity as the original due date was within the current interval date for Qwest.

(B)4.10 Qwest will provide completion notification that is equal to that provided to Qwest end users.

(B)4.11 Qwest will provide Design Layout Records when requested under terms and conditions consistent with Qwest end users.

(B)4.12 Qwest will handle jeopardies based upon the same performance standards and criteria as Qwest provides to its end users. Sprint jeopardies will be worked with the equivalent priority as Qwest jeopardies.

(B)5. Billing

(B)5.1 Qwest shall bill Sprint and Sprint is responsible for all applicable charges for the resold services as provided herein. Sprint shall also be responsible for all Tariffed charges and charges separately identified in this Agreement associated with services that Sprint resells to an end user under this Agreement.

(B)5.2 Qwest shall provide Sprint, 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 Part G, billing information including (1)

PART C - RECIPROCAL TRAFFIC EXCHANGE

(C)1. Interconnection Facility Options

(C)1.1 This Section describes the technical Interconnection of Qwest's network and Sprint's own network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Qwest will provide Interconnection at the trunk side of its tandems and its end office switches, in the same manner Qwest connects its own switches, and at central office cross-connect points. Qwest will also provide Sprint with access to signaling transfer points and call related databases necessary for call set up for the exchange of traffic. "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 (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) 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 (InterLATA and IntraLATA presubscribed/dial around) 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 generally provided. However, if at such time Qwest shall redesign its network to have local tandems connect to its access tandems for itself, then Qwest shall do so for Sprint to the extent Qwest does so for itself. Interconnection will be provided at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which Qwest provides to itself, a subsidiary, its affiliates, or any other party as required by law. This paragraph does not describe the reciprocal compensation arrangements between the Parties; reciprocal compensation arrangements are discussed in Section (C)2 of this Agreement.

(C)1.2 Methods of Interconnection

The Parties will mutually agree to the facilities arrangement to be established between their networks. Sprint shall establish a Point of Interconnection (POI) in each Qwest Local Calling Area where it does business. A POI may be used to establish trunks to all end offices that are local to the end office where the POI resides. Sprint will establish, via the common POI, separate trunk groups for each Qwest local tandem and/or end office within the local calling area or areas associated with the POI consistent with this Agreement. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic.

(C)1.3.4 Hub Location

No new Hub location arrangements may be ordered pursuant to this contract.

(C)1.3.4.1 When Sprint locates its switch outside the Local Calling Area, the Hub Location Point of Interface is available to establish Sprint's Point of Interface within the Local Calling Area under the following provisions.

(C)1.3.4.2 The Hub Location Point of Interface, limited to use with Local Interconnection Service for Exchange Service (EAS/Local) traffic, may be established at a Qwest Central Office at which multiplexing is performed.

(C)1.3.4.3 The physical arrangement of a POI at a Hub location consists of:

(C)1.3.4.3.1 A DS1 or DS3 Private Line Transport Service facility from Sprint's POI (in another Qwest Local Calling Area) to the Qwest Hub location, leased from Qwest, and:

(C)1.3.4.3.2 A Private Line Transport Service multiplexer at the Hub location, leased from Qwest. Where a multiplexer is not required, a digital cross connect bay at the hub location can be designated as the POI.

(C)1.3.4.4 Hub location traffic from Sprint will be transported in the EAS/Local Calling Area where the hub location is located only. Qwest will not be required to pass EAS/Local traffic of the hub location calling area to Sprint at any other location other than the leased DS3 multiplexer or digital cross connect bay as applicable.

(C)1.3.4.5 Rates, terms and conditions for ordering and billing Private Line Transport Services are found in the state and interstate Private Line catalogs and Tariffs.

(C)1.3.4.6 The Hub Location POI cannot be used to pick up/connect to UNEs.

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.

- (C)1.3.6.5 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 Sprint, 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.
- (C)1.3.6.6 In addition, Sprint 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. Sprint will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Sprint 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.
- (C)1.3.6.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and Sprint customers located within the Qwest local calling area.
- (C)1.3.6.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- (C)1.3.6.9 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.

(C)2. Reciprocal Traffic Exchange

(C)2.1 Description

- (C)2.1.1 Sprint may elect to pick up and/or deliver its traffic to Qwest utilizing a third party provider. If Sprint elects to deliver its

carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

(C)2.1.4.6 Transit service is provided by Qwest, as a local and access tandem provider, to Sprint 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 Sprint's switch functions as a local or access tandem switch, as defined in this Agreement, Sprint may, at its option, provide transit service to Qwest.

(C)2.1.5 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

(C)2.1.5.1 Directory Assistance

(C)2.1.5.2 911/E911

(C)2.1.5.3 Operator busy line interrupt and verify

(C)2.1.5.4 Toll free services

(C)2.1.6 Ancillary services are addressed in Part F of this Agreement.

(C)2.2 **Terms and Conditions**

(C)2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic and Internet Traffic.

(C)2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

(C)2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; 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 based on the exceptions provided in this Section (see also Section (C)2.2.8.).

Qwest central office within the EAS/Local Calling Area, Qwest will perform a routing query, re-route the call and apply the appropriate tandem transmission rates.

(C)2.2.2 Transport and Termination of Exchange Access (IntraLATA Toll) Traffic

Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the IntraLATA access tandem or via separate trunks to Qwest's end office(s), as designated by Sprint. It will be provided as Direct Trunked Transport between the serving Wire Center of Sprint's POI and the access tandem. Tandem transmission rates will apply to the transport provided from the access tandem to Qwest's end office.

(C)2.2.3 Transit Traffic

(C)2.2.3.1 Qwest will accept traffic originated by Sprint 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 Sprint.

(C)2.2.3.2 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.

(C)2.2.3.3 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.

(C)2.2.3.4 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. Qwest will not pay Sprint reciprocal compensation for Transit Traffic that is not originated by Qwest.

(C)2.2.3.5 In the case of IntraLATA Toll traffic, where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

(C)2.2.3.6 When Qwest receives a call from Sprint to a number that has been ported to another local

- (C)2.2.6 Measurement of terminating local Interconnection 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 Sprint's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge Sprint 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.
- (C)2.2.7 LIS Forecasting
- (C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking. Qwest and Sprint will meet quarterly during the first year of operation to exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to ensure traffic completion to and from all customers within the appropriate calling areas. After the first year, the Parties will mutually agree to a forecast meeting schedule. The Parties will share forecast information using the Qwest LIS Trunking Forecast forms.
- (C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings 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 will be for LIS trunking which impacts the switch capacity and facilities of each Party. Forecasts are "good faith estimates".
- (C)2.2.7.3 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 capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest LIS Trunk Forecast Form.

- (C)2.2.7.8 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through a Qwest web site:
- Qwest Tandems and Qwest end offices (LERG)
 - CLLI codes (LERG)
 - Business/Residence line counts (ICONN)
 - Switch type (LERG or ICONN)
 - Current and planned switch generics (ICONN)
- (C)2.2.7.9 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement. Qwest engineers routes according to industry standards.
- (C)2.2.7.10 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.
- (C)2.2.7.11 When appropriate the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify Sprint of the need to take action and place orders against the forecasted trunk requirements.
- (C)2.2.7.12 The Parties agree that Forecast shall be deemed Confidential Information.
- (C)2.2.7.13 If a trunk group is consistently under sixty percent (60%) of centum call seconds (CCS) capacity each month of any three month period, Sprint will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. The Parties will immediately meet to cooperatively review and plan rearrangement of the facilities, if needed. Thirty (30) days after the written notification, if Sprint has not contacted Qwest to mutually agree to a rearrangement plan, then Qwest may reclaim the facilities and charge Sprint

- (C)2.2.8.4 Separate trunk groups will be established, as required, to comply with billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The Parties agree to combine different types of traffic on to a common trunk group when it is feasible to do so, e.g., local voice grade traffic and internet traffic. When Qwest's network is redesigned to combine local and toll tandems into a single local/toll network, then Qwest will make the same combined network available to Sprint for the exchange of traffic to the extent that Qwest makes it available to itself. At such time as traffic is combined on the same trunk group, the Parties will work cooperatively to develop appropriate compensation methodology. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.
- (C)2.2.8.4.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks
 - (C)2.2.8.4.2 Exchange Service (EAS/Local) trunks
 - (C)2.2.8.4.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).
 - (C)2.2.8.4.4 911/E911 trunks
 - (C)2.2.8.4.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).
 - (C)2.2.8.4.6 Mass calling trunks, if applicable.
- (C)2.2.8.5 Notwithstanding the restrictions above, Sprint may develop products that require the routing of some local traffic over new or existing access trunks in order to access Sprint's Operator Services

appropriate. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

(C)2.2.8.8.2 When the Parties interconnect via CCS for Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(C)2.2.8.9 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/local) LIS trunk groups shall be terminated on Qwest's access tandems. In the complete absence of a local tandem, Exchange Service (EAS/Local) LIS trunk groups will be established directly between Sprint and Qwest end office switches.

(C)2.2.8.10 Sprint is in no way restricted from routing traffic via new or existing direct end office facilities.

(C)2.2.8.11 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local Calling Area as such traffic originated.

(C)2.2.8.12 Alternate Traffic Routing

If Sprint has an LIS arrangement which provides two paths to a Qwest end office (one route via a local tandem and one direct route), Sprint may elect to utilize alternate traffic routing. Sprint 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.

(C)2.2.9 Testing

(C)2.2.9.1 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 applicable technical parameters.

(C)2.3.1.2 Collocation

When Collocation is purchased, the LIS EICT rate elements, as described in Part H of this Agreement, will apply. The rates are defined at a DS1 and DS3 level.

(C)2.3.2 Direct Trunked Transport

(C)2.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic based on the exceptions outlined in Section (C)2.2.8.2 of this Agreement.

(C)2.3.2.2 Either Party may elect to purchase Direct Trunked Transport from the other Party.

(C)2.3.2.2.1 Direct Trunked Transport (DTT) is available between the serving Wire Center of the POI and the terminating Party's local/access tandem or end office switches. The applicable rates are described in Part H of this Agreement. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) 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.

(C)2.3.2.2.3 Mileage shall be measured for DTT based on V&H coordinates between the serving Wire Center and the local/access tandem or end office.

(C)2.3.4.1.1 The Parties agree that per minute of use call termination rates as described in Part H of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic

(C)2.3.4.1.2 For purposes of call termination, the Sprint switch(es) shall be treated as end office switch(es), unless Sprint's switch(es) meet the definition of tandem switch in this Agreement.

(C)2.3.4.1.3 Compensation of ISP-Bound Traffic

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 7

The Parties will utilize a "Bill and Keep" methodology for the compensation of ISP-bound traffic. As Qwest has the capability to identify and measure ISP-bound Traffic and Sprint does not, the Bill & Keep methodology will be accomplished on an exception basis. This requires Qwest to identify, measure and report ISP bound traffic originating minutes of use from its end-users terminating to Sprint's ISP customers as referenced in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026. ISP-bound minutes of use measured and reported to Sprint by Qwest will be adjusted off of the total local reciprocal compensation minutes on the following billing period. Qwest will make these measurements and the associated methodology available for audit according to the rules contained in Part G of this Agreement. Should Qwest fail to report measured minutes of use no adjustment would be made to the Sprint invoices.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 18.

The Parties will utilize a "Bill and Keep" methodology for the compensation of ISP-bound traffic. As Qwest has the capability to identify and measure ISP-bound Traffic and Sprint does not, the Bill & Keep methodology will be accomplished on an exception basis. This requires Qwest to identify, measure and report ISP bound traffic originating minutes of use from its end-users terminating to Sprint's ISP customers as found to be a reasonable method to measure ISP traffic in the Commission's Order dated May 3, 2000 in Docket No. 00B-011T. ISP-bound minutes of use measured and reported to Sprint by Qwest will be adjusted off of the total local reciprocal compensation minutes on the following billing period. Qwest will make these measurements and the associated methodology available for audit according to the rules contained in Part G of this Agreement. Should Qwest fail to report measured minutes of use no adjustment would be made to the Sprint invoices."

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.7:

As set forth herein, the Parties agree that without regard to characterization of traffic as interstate or local, traffic carried or delivered to one carrier which is then delivered to an ESP, including, but not limited to ISPs, shall be compensated at the same rates as the reciprocal compensation rates for the termination of local traffic for the interim period until such time as the FCC determines rates specific to the transport and termination of traffic to ESPs through a mechanism for intercarrier compensation.

(C)2.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a Qwest or Sprint local tandem switch (as defined in this Agreement), the tandem switching rate applies per MOU for the tandem switching function. The tandem transmission rate applies per MOU for common transport between the tandem and the end office. The end office call termination rate also applies to terminate the call at the end office. A single switch will not be compensated for both the tandem switch and end office switch functions on a single call. This applies reciprocally when Qwest terminates a call to a Sprint tandem.

(C)2.3.4.2.2 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.

(C)2.3.4.2.3 When Sprint terminates traffic to a remote office, tandem transmission rates will apply for the mileage between the Qwest host office and the Qwest remote office.

(C)2.3.4.2.4 When Qwest receives a call from Sprint to a number that has been ported to another Qwest central office within the EAS/Local Calling Area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

(C)2.3.5 Miscellaneous Charges

parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than five percent (5%) of total.

(C)2.4 Ordering

- (C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 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 a local exchange 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.
- (C)2.4.2 When ordering new NXX codes associated with LIS, Sprint will provide the CLLI codes of the Qwest local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, Sprint will provide the Two-Six Code to which each NXX will be routed.
- (C)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, or uses the Hub Location POI, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (C)2.4.4 A joint planning meeting will precede Sprint and Qwest 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.
- (C)2.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for local traffic. Separate trunks will be ordered to Qwest's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.

- (C)3.3 Qwest and Sprint will each render a separate bill to the IXC, using the multiple bill, multiple tariff option for their respective portions of jointly provided switched access service.
- (C)3.4 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

Collocation will also include access to the appropriate cross-connect device in which Sprint can make connections to Qwest UNEs.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged 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, and another CLEC pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) 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 Sprint's use of a collocation cage, such as limiting Sprint's ability to contract with other CLECs to share Sprint's collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with Qwest utilize a shared collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original collocator.

(D)1.1.5 Adjacent Collocation

(D)1.1.5.1 Adjacent Collocation is collocation in a controlled environmental vault or similar structure, to the extent technically feasible. Adjacent Collocation is available only when Qwest is out of available collocation space in a central office. When a request for collocation is denied due to unavailability of space, Sprint may request Adjacent Collocation from Qwest on an Individual Case basis (ICB). Since Adjacent Collocation is unique per request, Qwest will conduct a feasibility study to determine if there is appropriate adjacent Qwest property that can be used for Adjacent Collocation. Sprint may also suggest other adjacent structures suitable for equipment installation or may identify a willingness to construct an adjacent structure. Adjacent Collocation is not subject to the same existing intervals for any other type of collocation. The Parties agree to work cooperatively in establishing a mutually agreeable project timeline to outline

- (D)1 1.6.3 Sprint may combine UNEs at the Qwest designated frame. Such frames will be located within Qwest Central Offices for common or dedicated usage. The cross-connect frames will accommodate DS0, DS1, DS3 and OCn (fiber) terminations. Tie cable arrangements between various Qwest frames may be required and will be made available to Sprint in a nondiscriminatory manner.

(D)2 Collocation Entrance Facilities

(D)2.1 Fiber Entrance Facilities

- (D)2.1.1 Collocation Fiber Entrance Facilities. Qwest offers three (3) 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 Sprint's collocated equipment within the Qwest central office and a Collocation Point of Interconnection (C-POI) outside the central office where Sprint shall terminate its fiber-optic facility.
- (D)2.1.2 Sprint is responsible for providing its own fiber facilities to the 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 Sprint's leased collocation space (Caged or Cageless Physical Collocation) or Sprint's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Sprint's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.
- (D)2.1.2.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to the C-POI and Sprint's collocation space in increments of 12 fibers. Sprint'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 Sprint's collocation space and the FDP. The FDP provides Qwest with test access and a connection

Microwave Entrance is used to allow Sprint to collocate microwave equipment at Qwest's Central Office buildings, where space is available. Microwave Entrance is used as an entrance facility at Qwest Central Offices for the exchange of traffic and/or for access to UNEs. Microwave Entrance is used in conjunction with Virtual, Caged Physical, Cageless Physical, and Shared Physical Collocation.

(D)3. Terms and Conditions

(D)3.1 Terms and Conditions - All Collocation

- (D)3.1.1 With respect to Network Security, Sprint and Qwest agree that the provisions of this Section will be implemented in such a manner as to protect the integrity of the Party's networks pursuant to Section (G)1.
- (D)3.1.2 With respect to any technical requirements or performance standards specified in this Section, Qwest shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- (D)3.1.3 Collocation is available for equipment that is necessary for interconnection or access to Qwest's unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. Qwest will permit collocation of any equipment required by law, unless Qwest can establish that the equipment will not be actually used by Sprint for the purpose of obtaining interconnection or access to unbundled network elements, e.g. equipment used solely for switching or enhanced services. Before any equipment is installed, Sprint must provide a written inventory to Qwest of all equipment and how it will be used for interconnection and/or access to unbundled network elements.
- (D)3.1.4 Sprint may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at Sprint's collocated equipment or at the demarcation point as described below.
- (D)3.1.5 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 Sprint. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to Sprint. Sprint shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at Sprint-provided cross connection equipment in Sprint's Physical or Virtual Collocation space. A second

alternative is available. The Parties will discuss how to proceed. If variations of either option are agreeable, Qwest will complete the application process. If Sprint did not specify an alternative form of collocation on the original application form, Sprint will be required to submit a new application form requesting a different type of collocation. An additional application fee is required for each subsequent collocation application.

- (D)3.1.9 In the event that Qwest requires additional Wire Center space in order to satisfy its own business needs, and Qwest takes action to add equipment space to a Wire Center, additional CLEC space requirements for collocation will be taken into consideration.
- (D)3.1.10 Requests for Collocation from Sprint will be prioritized by Qwest, but in the event Sprint submits requests for Collocation, such that more than five (5) requests per week, per state are in process by Qwest, the following procedure shall apply:
 - (D)3.1.10.1 Qwest and Sprint shall work cooperatively and in good faith to establish a project plan and schedule to implement Sprint's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;
 - (D)3.1.10.2 The project plan established by Qwest and Sprint to implement Sprint's request for Collocation may also be used by Sprint to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Sprint are being processed by Qwest;
 - (D)3.1.10.3 Should the Parties not reach agreement on the project plan, Sprint's requests for Collocation shall be addressed by Qwest on an individual case basis.
- (D)3.1.11 If Qwest denies a request for Collocation in a Qwest Wire Center due to space limitations, Qwest shall allow Sprint representatives to tour the entire Wire Center premises escorted by Qwest personnel within ten (10) calendar days of the denial of space. Such tour shall be without charge to Sprint. If, after the tour of the premises, Qwest and Sprint disagree about whether space limitations at the Wire Center make Collocation impractical, Qwest and Sprint may present their argument to the Commission.

- (D)3.1.12 All equipment shall meet the same earthquake rating requirements as Qwest uses for engineering its own equipment installation. The installation of all equipment shall be performed in a manner to comply with the earthquake rating standards for the geographic area of the central office.
- (D)3.1.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, Sprint may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, and 3) unbundled network elements.
- (D)3.1.14 Qwest will provide Sprint with two points of entry into a Qwest wire center when Qwest utilizes two separate entrances into the wire center building for its own use and when there are vacant entrance ducts in both. Qwest will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. If Qwest requires additional Collocation entrance facilities for its own use, then the needs of CLECs will also be taken into consideration.
- (D)3.1.15 Where Collocation entrance facilities are not available, Qwest will offer Sprint Qwest DS3 or DS1 Private Line Transport Services in accordance with Tariff terms and conditions, in lieu of entrance facilities to be terminated at Sprint's collocated equipment.
- (D)3.1.16 Nothing herein shall be construed to limit Sprint's ability to obtain any or all types of Qwest Collocation in a single location, provided space is available.
- (D)3.1.17 Cancellation of Collocation Request. Sprint 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. Sprint shall be responsible for payment of all costs incurred by Qwest up to the point where cancellation is received.
- (D)3.1.18 Termination of Collocation Arrangement. Sprint may terminate a completed collocation arrangement by submitting a thirty (30) calendar day written notice via certified mail to the Qwest Account Manager. Prior to the effective termination date of Sprint's collocation arrangement with Qwest, Sprint will remove their collocated equipment and cabling.
- (D)3.1.19 Sprint may construct its own connection, using copper or optical fiber equipment, between Sprint's equipment and that of another CLEC. Using an approved vendor, Sprint may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.

grooming Sprint's existing end user circuits to the new Collocation.

(D)3.1.24 If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, US WEST shall have the right to terminate a Collocation Space license upon not less than 30 days notice prior to the date of cancellation designated in the notice. Sprint shall receive its proportionate share of any money or other consideration payable by US WEST to Sprint for such cancellation, and Sprint shall have a right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

(D)3.1.25 Any disputes regarding equipment shall follow the guidelines outlined in FCC 99-48, 51.323(b).

(D)3.1.26 Qwest will connect Sprint to another collocated CLEC, in the same physical location, at Sprint's request and at Sprint's expense. If Sprint chooses not to use Qwest for such facility, Qwest will permit Sprint, or the other CLEC connecting to Sprint, to construct such a connection.

(D)3.2 Terms and Conditions - Virtual Collocation

(D)3.2.1 Qwest is responsible for installing and maintaining Sprint's Virtually Collocated equipment for the purpose of Interconnection or to access UNEs.

(D)3.2.2 Sprint will not have physical access to the Virtual Collocated equipment in the Qwest Wire Center. However, Sprint will have physical access to the demarcation point in the Qwest Wire Center.

(D)3.2.3 Sprint will be responsible for obtaining and providing to Qwest administrative codes, (e.g., common language codes), for all equipment provided by Sprint and installed in Wire Center buildings.

(D)3.2.4 Sprint shall ensure that upon receipt of Sprint's Virtually Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest, all at

- (D)3.3.3 Sprint must begin equipment installation within sixty (60) days of cage acceptance unless Sprint demonstrates mitigating circumstances. Mitigating circumstances are circumstances outside Sprint's control which have delayed Sprint's use of the space. Sprint shall actively use fifty percent (50%) of the space to provide telecommunication services within twelve (12) months of acceptance. If Qwest identifies under-utilized space, Qwest reserves the right to reclaim the unused portion and allocate it to another CLEC if a request is pending and an out of space condition exists in that Central Office.
- (D)3.3.4 Sprint's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation between the sharing parties. Qwest will construct the cage enclosure. All Sprint equipment placed will be installed in accordance applicable Qwest Technical Publications, i.e., 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
- (D)3.3.5 Qwest will designate and design the floor space within each Wire Center which will constitute Sprint's leased space. Sprint has the right to review the space and request a change in location for cause. Upon such request, the Parties will meet and negotiate the space that will be assigned to Sprint for their collocation. Renegotiations of space may require a renegotiations of the timeline. Reasons for such a request might include but are not limited to: security concerns, proximity to hazards, e.g., water pipes and/or sources of vibration, and proximity to resources, e.g., DC power and distance to other Central Office equipment.
- (D)3.3.6 Sprint's leased floor space will be separated from other competitive providers and Qwest space through cages or hard walls. Sprint may elect to have Qwest construct the cage, or choose from Qwest approved contractors (or request approval of Sprint preferred contractors) to construct the cage, complying with applicable Qwest Technical Publication(s)
- (D)3.3.7 When Qwest constructs the Caged Physical space, Qwest will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build Sprint's leased physical space and the riser from the vault to the leased physical space, complying with applicable Qwest Technical Publication(s).

provides itself for similar purposes. This access will be on the same terms and conditions described for other types of Collocation in this Section.

(D)3.5.3 The appropriate cross-connect device will be the location where all Qwest UNEs and Sprint's equipment and tie cables are terminated. Sprint may combine UNEs on the appropriate cross-connect device to make connections in three basic types of configurations:

(D)3.5.3.1 Qwest UNEs to Qwest UNEs

(D)3.5.3.2 Qwest UNEs to Sprint's equipment

(D)3.5.3.3 Sprint's equipment to another CLEC's equipment

Sprint may also cross-connect via other arrangements for combinations and connections of UNEs per effective state and federal orders.

(D)3.5.4 The appropriate cross-connect device is the demarcation point between Sprint and Qwest owned network facilities and equipment as well as the point of termination between UNEs. The demarcation point can be used as the designated test point for the Parties to test their portion of the circuit.

(D)3.5.5 All Qwest terminations on the appropriate cross-connect device will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will provide the frame address information to Sprint for each Qwest UNE ordered and will maintain assignment records of such Qwest UNEs (loop, switch port, etc.) and terminations (tie cable pair) on the appropriate cross-connect device.

(D)3.5.6 Sprint will maintain assignment records for the terminations of Sprint's equipment on the appropriate cross-connect device. Sprint will maintain the assignment records for those frame addresses involved in connecting Sprint's equipment to Qwest UNEs and Qwest UNEs connected to Qwest UNEs.

(D)3.5.7 Sprint will be required to place the jumper connection between frame addresses to complete Sprint's circuit. Qwest will comply with any other connection arrangements ordered. The Parties may negotiate other arrangements.

(D)3.5.8 To the extent that Sprint's requested use of the appropriate cross-connect device results in Qwest incurring building or frame additions, construction charges may apply.

(D)3.6 Terms and Conditions – Microwave Entrance

standards for the Installation, Maintenance and Removal of microwave equipment.

(D)4. Rate Elements

(D)4.1 Rate Elements - All Collocation

- (D)4.1.1 Qwest will recover Collocation costs through both recurring and non-recurring charges. The charges are determined by the scope of work to be performed based on the information provided by Sprint on the Collocation Order Form. If the feasibility study determines that space is available, a quote is then developed by Qwest for the work to be performed.
- (D)4.1.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Sprint for its Collocation request. The QPF is not credited against the total non-recurring charges of the job and recovers the engineering and processing costs of the order.
- (D)4.1.3 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance Sprint will deliver a minimum 12-strand fiber cable to the Qwest POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by Qwest. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.
- (D)4.1.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Sprint provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- (D)4.1.5 -48 Volt DC Power Charge. Provides -48 volt DC power to Sprint collocated equipment. Charged on a per ampere basis.
- (D)4.1.6 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. 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 (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- (D)4.1.7 AC Power Feed. The AC Power feed is optional and recovers the cost of providing for the engineering and installation of wire.

- (D)4.1.10.2.1 These elements include Qwest provided termination blocks, installation labor and associated racking between Sprint collocated equipment and the appropriate cross-connect device.
- (D)4.1.11 Collocation Cable Racking – A charge for cable racking (the placement of the cable in the cable racks) required for placement of Sprint's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. This charge applies only where (D)3.1.10.1 and (D)3.1.10.2 are not applicable. Cable Racking is assessed on a per foot charge based on the number of cable pairs or fibers terminated at the various cross-connect devices.
- (D)4.1.12 Collocation Grounding Charge – A charge associated with providing grounding for the Sprint cage enclosure and equipment. Recurring and non-recurring charges are assessed per foot to Sprint's cage enclosure or common space where required.
- (D)4.1.13 Heating and Air Conditioning Charge – Environmental temperature control required for proper operation of electronic telecommunications equipment.
- (D)4.1.14 Security Charge – The costs associated with key card readers and video cameras used as part of the Wire Center security will be prorated to Sprint on the same basis that is prorated to Qwest and other CLECs. A flat rate charge will be assessed per employee for each Qwest Wire Center, to which access is required.
- (D)4.1.15 CO Synchronization – CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. Sprint must determine synchronization requirements and notify Qwest of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where Qwest Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by Sprint on the

prepare the collocation space. It also includes air conditioning (to support Sprint loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. Sprint may elect to have Qwest construct the cage, or choose from Qwest approved contractors (or request approval of Sprint preferred contractors) to construct the space, including the cage in the case of Caged Collocation, in accordance with Qwest Installation Technical Publications 77351, 77355, 77386, 77390 and 77367 and 77350. Pricing for the Space Construction and Site Preparation is described in Part H.

- (D)4.3.2 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 telecommunications 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 (which may be charged separately) and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.
- (D)4.3.3 AC Power Charge - Standard AC outlet used by Sprint for the purpose of powering test equipment, tools etc
- (D)4.3.4 Grounding Charge - Used to connect the Central Office common ground to Sprint's equipment.

(D)4.4 Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the non-recurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have it's own AC outlet

(D)4.5 Rate Elements - ICDF Collocation

- (D)4.5.1 The charges for ICDF single terminations shall apply as described above and are contained in Part H.

Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF

(D)5.2.2 Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval. In this instance, a QPF will not be charged

(D)5.2.3 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to Sprint. During this period the Collocation entrance facility and space is reserved pending Sprint's approval of the quoted charges. If Sprint agrees to terms as stated in the Collocation Price Quote, Sprint must respond within 30 calendar days with a signed quote, a down payment check for fifty percent (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 Sprint's equipment provided that space and power is available. Should Qwest experience delays in meeting the ninety (90) calendar day interval, Qwest will notify Sprint as soon as it becomes aware of the delaying factor. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with Sprint 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. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

(D)5.3 Ordering – Caged and Cageless Physical Collocation

(D)5.3.1 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 Sprint'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 and space will be held for the cage during the pendency of Sprint's acceptance of the quote. Upon receipt of the signed quote, fifty percent (50%) down and proof of insurance, Qwest will make final allocation of the space to Sprint and construction by Qwest will begin. Sprint will have the option to view the allocated space prior to the work beginning. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to Sprint for placement of its equipment within ninety (90) calendar days of receipt of the fifty

- 1 DS3 termination
- 1 OCn termination

(D)5.4.3 Each UNE is ordered separately using the existing ordering forms and intervals for the specific UNE requested. Interval guidelines are addressed in the product specific section of the Interconnect & Resale Resource Guide. The ordering forms are identified in the Interconnect & Resale Resource Guide.

(D)5.5 Ordering – Microwave Entrance

The Parties agree to establish a mutually agreed upon project plan which includes, but is not limited to, due dates. Microwave Entrance is not subject to the timelines outlined for fiber entrance facilities.

(D)6. Billing

(D)6.1 Billing - All Collocation

(D)6.1.1 Upon completion of the Collocation construction activities and payment of the remaining non-recurring balance, Qwest will provide Sprint a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Sprint and Qwest, Sprint may begin submitting service order requests for Qwest transport services and/or UNEs. Qwest will begin billing the monthly recurring charges stated in the quote and completion package.

(D)6.1.2 In the event Qwest has completed all associated construction activities and Sprint has not completed its associated activities (e.g., delivering fiber to the POI, providing the cables for connecting to the distribution frames, etc.), Qwest will begin billing for all monthly Collocation charges. When Sprint is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)6.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between Sprint and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under the currently available labor rates listed in Part H of this Agreement.

(D)6.3 Billing - Caged and Cageless Physical Collocation

Upon completion of Qwest construction activities and Sprint payment of the remainder of the non-recurring charges, Qwest will allow Sprint access to the Collocation space. Qwest will activate monthly billing for the leased

(D)7.3 Cageless Physical Collocation

Sprint is solely responsible for the maintenance and repair of its equipment located within Sprint's cageless physical space.

(D)7.4 ICDF Collocation

Sprint is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, Sprint is required to provide its own tools for such operations.

(D)7.5 Microwave Entrance

Sprint is responsible for maintenance of its microwave equipment. Sprint shall take all precautions to protect Qwest's and other carrier's equipment which may be installed on the microwave tower, or otherwise located in close proximity to the Sprint equipment. Installation, maintenance and removal of Sprint's microwave equipment shall follow all applicable industry and government safety requirements. Qwest shall maintain the wave-guide used by Sprint to the same standards Qwest maintains its own wave-guide.

quality with what Qwest provides itself, its affiliates to the extent required by law, or similarly situated third party telecommunications carriers. Sprint may request additional features, functions and capabilities through the BFR process as explained in Part G of this Agreement

- (E)1.9 Qwest provides UNEs on an individual basis. Sprint is responsible for the end-to-end transmission and circuit functionality
- (E)1.10 Installation intervals for UNEs are provided in Qwest's Interconnect & Resale Resource Guide.
- (E)1.11 Maintenance and Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide which is located on the Qwest Web site.
- (E)1.12 In order to properly maintain and modernize the network, 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. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- (E)1.13 Interconnection Tie Pairs (ITP) are required for each unbundled network element, ancillary service or interconnection service delivered to Sprint. The ITP provides the connection between the unbundled network element or interconnection service and demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring charge for the ITP. The ITP may be ordered per termination.
- (E)1.14 Part H of this Agreement contains the rates for Unbundled Network Elements.
- (E)1.15 LSR's and/or ASR's are generally used to order UNEs. UNEs may be ordered on an individual basis. To the extent Qwest is required by law to provide combinations on a combined basis, Qwest will accept orders for UNE-P conversion for the entire service, combining the relevant elements on a single order.

(E)1.15.1 Qwest agrees to provide the following UNEs pursuant to the FCC's orders in CC Docket No. 96-88 which are addressed in more detail below

(E)1.15.1.1 Local Loop

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the loop demarcation point at an end user customer premises, including inside wire owned by Qwest. The local loop network element includes all features, functions and capabilities of such

Line conditioning is defined as removal from the loop of any devices that may diminish the capability of the loops to deliver high speed switched wireline telecommunications capabilities, including xDSL service. Such devices include, but are not limited to, bridged taps, low pass filters, and range extenders.

(E)1 15.1.5 Network Interface Device (NID)

The network interface device is defined as any means of interconnection of end user customer premises wiring to Qwest distribution plant, such as a cross-connect device used for that purpose.

(E)1.15.1.6 Switching Capability

(E)1.15.1.6.1 Local Switching Capability (including Local Tandem Capability). The Local Switching Capability UNE is defined as line side facilities, trunk side facilities, and all features, functions and capabilities of the switch.

(E)1.15.1.6.2 Local Tandem Switching Capability. The tandem switching capability UNE is defined as trunk-connect facility, the basic switch trunk function of connecting trunks to trunks, and the functions that are centralized in tandem switches.

(E)1.15.1.6.3 Packet Switching Capability. The Packet Switching Capability UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

(E)1 15.1.7 Interoffice Transmission Facilities

Interoffice Transmission Facilities UNE includes Dedicated Transport, Dark Fiber Transport, and Shared Transport.

(E)1 15.1.8 Signaling Networks and Call-Related Databases

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000. Docket No. UT-003006 at paras. 60-62:

Qwest will not restrict the types of telecommunications services Sprint may offer through unbundled elements, nor will it restrict Sprint from combining elements with any technically compatible equipment the Sprint owns or may arrange for. Qwest will provide Sprint with all of the functionalities of a particular element, so that Sprint can provide any telecommunications services that can be offered by means of the element. Qwest agrees to perform and Sprint agrees to pay for the functions necessary to combine requested elements in any technically feasible manner either with other elements from Qwest's network, or with elements possessed or arranged for by Sprint. This includes any existing or new elements ordinarily combined in the Qwest network without the imposition of different standards than Qwest imposes upon itself. However, Qwest need not combine network elements in any manner requested if not technically feasible, but must combine

The following language applies for the states of Oregon, Nebraska, Iowa, Utah, New Mexico, Montana, Idaho, Wyoming, North Dakota, and South Dakota:

Qwest has an obligation to combine UNEs, including but not limited to the UNE Platform wherever the elements are, either currently combined or normally combined, meaning existing or new elements. This obligation extends to combinations of elements normally combined in the Qwest network under normal business practices and ordinary operation of its network.

(E)1.16.2 To the extent required by law, Qwest shall not separate requested network elements that are combined.

(E)1.16.3

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 11, lines 6-12:

Qwest shall provide Sprint those bundled elements it normally combines in the Qwest network under normal conditions and ordinary operation of its network. When Qwest begins to bundle its elements differently in the future or the state of the law changes, then it shall make those bundled elements available to Sprint as well.

(E)1.16.5

Combinations (including those that replicate Qwest end-user services) should be priced at a level no greater than the sum total of the individual unbundled network element prices.

(E)1.16.5.1 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 this Agreement.

(E)1.16.5.2

The following language applies for the state of Arizona only, as ordered by the ACC in the Commission's Decision No. 62650, dated June 13, 2000 in Docket No. T-02432B-00-0026 at page 12.

Qwest may recover its reasonable and prudent costs for providing pre-existing combined elements in the aggregate. Qwest is not entitled to a separate charge for each individual element combined, but is entitled to its reasonable and prudent costs for providing the pre-existing combined elements. Qwest may also charge the reasonable and prudent activity-based charges for the combination of new UNE combinations.

The following language applies for the state of Colorado only, as ordered by the CPUC on May 3, 2000 in Docket No. 00B-011T at page 21.

Qwest shall charge nonrecurring charges as indicated in Part H of this Agreement for each element of a bundled arrangement.

The following language applies for the state of Minnesota only, as ordered by the MPUC June 27, 2000, Docket No. P-466, 421/M-00-33 at page p.9-10:

Qwest may recover its reasonable and prudent costs for providing pre-existing combined elements in the aggregate. Qwest is not entitled to a separate charge for each individual element combined, but is entitled to its reasonable and prudent costs for providing the pre-existing combined elements. Qwest may also charge the reasonable and prudent activity-based charges for the combination of new UNE combinations.

The following language applies for the state of Washington only, as ordered by the WUTC July 5, 2000, Docket No. UT-003006 at para. 66-68:

When combining network elements for Sprint, Qwest

- (E)1.16.9.1 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.
- (E)1.16.9.2 Sprint 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 Sprint 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.
- (E)1.16.9.3 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.
- (E)1.16.9.4 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:
 - (E)1.16.9.4.1 Sprint 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 Sprint's collocation arrangements.
 - (E)1.16.9.4.2 Sprint 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 percentage 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

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 Sprint presents its evidence to Qwest, Sprint and Qwest disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, Sprint can then go to the Commission at which time Sprint has the burden to establish to the Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If Sprint meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

- (E)1.16.9.4.5 Qwest has the right to verify Sprint's actual usage on a representative sample of Sprint's private line circuits to determine the percentage of local exchange usage. If Qwest can establish to Sprint 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 Sprint as a UNE Combination. If after Qwest presents its evidence to Sprint, Qwest and Sprint disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", Qwest can then go to the Commission at which time Qwest has the burden to establish to the Commission 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

- 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 Sprint (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 Sprint and Qwest.

(E)1.16.10 Sprint may request access to and, where appropriate, development of, additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in Sprint's Agreement. In its BFR request, Sprint must identify the specific preexisting combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or Sprint's Agreement.

(E)1.16.11 The following terms and conditions are available for all types of UNE-P:

(E)1.16.11.1 UNE-P will include access to long distance (InterLATA and IntraLATA) and 911 emergency services and, if desired, by Sprint, Operator Services and Directory Assistance.

(E)1.16.11.2 If Qwest provides and Sprint 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. Sprint 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 Sprint and where technically feasible, Qwest will rebrand operator services and directory assistance in Sprint's name, in accordance with terms and conditions set forth in Sprint's Agreement.

within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the preexisting combination of elements is available for conversion into a UNE Combination.

- (E) 1 16 13 If Sprint requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in this Agreement.
- (E) 1 16 14 Sprint 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 Sprint's Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November Sprint 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) Sprint's anticipated number of UNE Combination service orders; and (c) the name and identifying information of Sprint's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.
- (E) 1 16 15 When end users switch from Qwest to Sprint, or to Sprint 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.
- (E) 1 16 16 In the event Qwest terminates the provisioning of any UNE Combination service to Sprint for any reason, including Sprint's non-payment of charges, Sprint 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 Sprint's end users. Qwest shall only be required to notify Sprint of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- (E) 1 16 17 Sprint, or Sprint'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. Sprint's end users contacting Qwest will be instructed to contact Sprint, except as set forth in this Agreement.
- (E) 1 16 18 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, Sprint will not request UNE-P where the following conditions exist: The customer to be served with the UNE Combination is a customer with four access

Agreement and in the UNE-P and UNE Combination section of the Interconnect and Resale Resource Guide.

(E)1 18.2 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination section of the Interconnect and Resale Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, Sprint 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. Sprint and Qwest can separately agree to due dates other than the standard interval.

(E)1 18.3 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

(E)1 18.4 Sprint shall provide Qwest with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.

(E)1 18.5 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 Sprint for that portion of the service provided to Sprint should Sprint's end user, a new service provider, or Sprint request service be discontinued to the end user. Qwest will notify Sprint by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. Qwest will not provide Sprint with the name of the other service provider selected by the end user.

(E)1 18.6 For UNE Combinations, Sprint shall provide Qwest and Qwest shall provide Sprint with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

(E)1.19 Billing

Qwest shall provide Sprint, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon

be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local Qwest Serving Wire Center. This termination will be at the appropriate cross-connect frame. Sprint must have a presence in the Qwest Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self-healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

- (E)2.1.4 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides Sprint with a network element of a single transmission path between a Qwest Wire Center and a mutually agreed meet point with another ILEC not in Qwest territory. Sprint must have a presence in the Qwest office and have requested termination capacity through the Collocation process. Sprint orders the UDIT from a local Qwest Wire Center to another ILEC office not in Qwest territory. Qwest provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the Qwest Wire Center. It is Sprint's responsibility to design from the DSX to the ICDF (as defined in Section (D)1.1.5) and on to whatever connection is planned in the Wire Center. Sprint can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.

(E)2.2 **Terms and Conditions**

- (E)2.2.1 Sprint is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.
- (E)2.2.2 For the 3/1 Multiplexer, Sprint must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by Sprint, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.
- (E)2.2.3 For DS-1 E-UDIT, Qwest may provide facilities to the other carrier's Wire Center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by Sprint. For E-UDIT above DS-1, Qwest provides an Optical Interface at the location requested by Sprint. This Interface will be on a Fiber Distribution Panel (FDP) provided by Qwest and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

(E)2.3.1 DS1 UDIT

(E)2.3.1.1 DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS1 Transport.

(E)2.3.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between Qwest Central Offices. 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.

(E)2.3.1.3 DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

(E)2.3.2 DS3 UDIT

(E)2.3.2.1 DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS3 transport.

(E)2.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between Qwest Central Offices. 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.

(E)2.3.2.3 DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

(E)2.3.5 OC-12 UDIT

(E)2.3.5.1 OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a OC-12 transport.

(E)2.3.5.2 OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.5.3 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

(E)2.3.6 3/1 Multiplexing

(E)2.3.6.1 Recurring Multiplexing

The DS3 Central Office multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

(E)2.3.6.2 Non-Recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

(E)2.3.7 1/0 Multiplexing

(E)2.3.7.1 Recurring Multiplexing

The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

Serving Wire Center and Sprint Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.10.2 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires coordinated/cooperative testing.

(E)2.3.11 OC-12 E-UDIT

(E)2.3.11.1 OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a Qwest Central Office Serving Wire Center and Sprint Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.11.2 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires coordinated/cooperative testing.

(E)2.3.12 Meet Point UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

(E)2.3.12.1 Transport Termination (Qwest end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements at the Qwest Wire Center. Each level (DS-1, DS-3, etc.) is separately priced.

(E)2.3.12.2 Transport Facilities (Per Mile)

A network element providing the requested transmission path between a Qwest Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

(E)2.3 12.3 Non-Recurring Termination

following terms and conditions.

(E)2.6.1 Description

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.

(E)2.6.2 Terms and Conditions

(E)2.6.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Agreement. The existing routing tables resident in the switch will direct both Qwest and Sprint traffic over Qwest's interoffice message trunk network.

(E)2.6.2.2 Sprint may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

(E)2.6.3 Rate Elements

Shared Transport will be billed on a minute-of-use basis in accordance with the rate described in this Agreement.

(E)2.6.4 Ordering Process

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 Sprint. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

(E)2.6.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest.

(E)3. Unbundled Loops

(E)3.1 Description

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the loop demarcation point at an end user customer premises, including inside wire

loop. In the event Sprint desires to deploy a new technology where an industry standard NC/NCI combination does not yet exist, the Parties will work to develop such combination.

- (E)3.2.3 The Parties agree to work in a cooperative manner to develop processes to implement the use of NC/NCI codes that allow Sprint to place and Qwest to process loop orders in an efficient manner. This Agreement shall not be construed to require either Party to modify, change, abandon, or modify their respective internal systems, processes, or mode of business operation except as expressly provided for within this Agreement.
- (E)3.2.4 The parties agree to meet to discuss and resolve loop specification concerns as often as needed or requested by the other party. The parties agree to make all reasonable efforts to solve conflicts in a manner that minimizes the cost to each party, and that allows each party to operate in a manner that is efficient.
- (E)3.2.5 If the parties cannot resolve a conflict they shall use the Dispute Resolution Process provided for in the Interconnection Agreement.
- (E)3.2.6 Nothing in these guidelines shall prohibit either party from taking differing positions in state or federal dockets, or from initiating cost dockets for this issue.
- (E)3.2.7 LXC-, LXR-, LX-N are Telcordia approved NC codes supported by the OBF. NC code specifications are contained in Telcordia Documents and in Qwest Technical Publications (e.g., SR-2275, Issue 3 dated 12/97 entitled, "Notes on the Network", in Section 7 – Transmission and in Qwest technical publication 77384).

(E)3.3 Terms and Conditions

- (E)3.3.1 General

Qwest agrees to make available to Sprint all technical parameters that Qwest has available to itself for the loops in the Qwest network.
- (E)3.3.2 Qwest acknowledges that it is required to update the information about loops that it makes available to Sprint within a reasonable time after receiving updated information.
- (E)3.3.3 Sprint acknowledges that the information about Qwest loops have not necessarily been verified, and that such information is provided as an aid to Sprint in an "as is" condition and the accuracy of the loop parameters are not warranted.
- (E)3.3.4 Sprint acknowledges that loops are in an "as is" condition subject to standard conditioning that can be reasonably performed.

- (E)3.3.14 Qwest will modify the loops it provides Sprint on the same basis it modifies the loop to provide equivalent services to its own customers, at Sprint's cost. Sprint may request additional modifications to meet its unique service offerings and Qwest will not unreasonably withhold performing such modifications, at Sprint's cost. If Qwest cannot provide Sprint with the loop as ordered, Qwest will advise Sprint of available alternatives.
- (E)3.3.15 The actual loop facilities may utilize various technologies or combinations of technologies. When Sprint requests an unbundled loop currently provided by Qwest's Integrated Digital Loop Carrier (IDLC) or other similar technologies, Qwest will move the requested unbundled loop to a spare cable pair, universal digital loop carrier, or other transmission equipment for the purpose of unbundling the loop. If, however, no spare unbundled loop is available, Qwest will, within the standard FOC interval, or as soon as Qwest is aware there is no facility, notify Sprint of the lack of available facilities. Where no spare facilities are available, Sprint may pursue other options, including those found in the Subloop Unbundling section of this Agreement or submit a request for quote for a construction quote for new facilities. However, the Parties agree that Qwest is not bound by law to construct such facilities.
- (E)3.3.15.1 When Sprint requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged taps). Sprint will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Part H of this Agreement.
- (E)3.3.15.2 When Sprint requests a DS1 Capable Loop, Qwest will install the electronics at both ends including any intermediate repeaters. The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged taps). If required, Sprint will be charged conditioning charges in addition to the Unbundled Loop recurring charge.
- (E)3.3.15.3 When Sprint 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

or other Sprint end user changing to Sprint, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. Qwest "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Sprint. Qwest will notify Sprint when the work activity is complete.

(E)3.3.17.3 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option for new service may be ordered for new service only. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or 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 Sprint by Qwest.

(E)3.3.17.4 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 Sprint end user changing to Sprint, the Coordinated Installation option is a "lift and lay" procedure with cooperative testing. Sprint 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, Sprint will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will "lift" the Loop from its current termination and "lay" it on its new termination connecting to Sprint. Qwest will complete the required performance tests and perform other testing as requested by Sprint. Testing requested by Sprint that exceeds testing requirements contained in Qwest's Technical Publication 77384 will be billed to Sprint. Test results will be recorded as benchmarks for future testing and will be forwarded to Sprint.

(E)3.3.17.5 Upon Sprint's request, Qwest will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. Continuity is established from the Sprint tie cable pair, through any intermediate field cross connect

earlier in this Section.

(E)3.4.4 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

(E)3.4.5 Qwest shall be permitted to charge Sprint for the conditioning work performed to the extent agreed upon by the parties, and in the absence of an agreement, to the extent permitted by applicable state laws or agency rules. Nothing in these guidelines shall prohibit either party from taking differing positions in state or federal dockets, or from initiating cost dockets for this issue.

(E)3.5 Ordering Process

(E)3.5.1 The Parties agree to work cooperatively to develop a process for conveying information from Sprint to Qwest regarding the requirements for conditioning.

(E)3.5.2 Sprint agrees, prior to placing orders for loops, to pre-qualify the Qwest loops and to determine if the desired loops meet, or could be made to reasonably meet, Sprint's desired technical requirements for the loops. Qwest may create additional loop information databases. When Qwest makes a new database available to Sprint, Sprint agrees to accept the new databases in lieu of the existing Loop Qualification Tool, provided that it contains all information Sprint currently uses in the existing Loop Qualification database.

(E)3.5.3 Sprint agrees when placing orders for unbundled loops that it will identify whether conditioning is required based on the information available in the Loop Qualification Tool. If conditioning is not requested, Qwest may assume the loop, in the condition it then exists, will meet Sprint's technical requirements.

(E)3.5.4 Within six months of approval of the state Interconnection Agreement, Qwest agrees to use industry NC codes of LX-N, LXR-, and LXC- as a short hand notation as to the type of conditioning that Sprint requires. Qwest's agreement to use NC codes does not impose a requirement upon Qwest to include NC codes for each loop in its Loop Qualification Tool database, or to use NC codes in other Qwest systems.

(E)3.6 Loop Information Tool

(E)3.6.1 Description

(E)3.6.1.1 Qwest's Loop Information Tool will provide Sprint with the necessary information to assist Sprint in determining if a loop qualifies for xDSL service based on available Qwest records. To access the IMA electronic Loop Information Tool, Sprint will request an ADSL Loop Qualification pre-

- (E)3.6.1.6 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.
- (E)3.6.1.7 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in Qwest's Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This interval may be impacted by order volumes and load control considerations. Refer to Qwest's Interconnect & Resale Resource Guide when ordering multiple Loops (up to 25) at the same location. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis. Related orders with related orders will be physically worked within the same calendar day.
- (E)3.6.1.8 When ordering Unbundled Loops, Sprint is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- (E)3.6.1.9 When applicable, Sprint will be responsible for providing battery and dial tone to its connection point two business days prior to the due date on the service order.
- (E)3.6.1.10 LSRs are processed through the Interconnect Service Center. Refer to Qwest's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.
- (E)3.6.1.11 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to Qwest's Interconnect & Resale Resource Guide for the FOC interval.
- (E)3.6.1.12 Qwest will provide Design Layout Records (DLR) when requested on terms and conditions consistent with Qwest end users.
- (E)3.6.1.13 Qwest will provide jeopardy notification that is similar to that provided to Qwest end users.
- (E)3.6.1.14 Qwest will provide completion notification that is similar to that provided to Qwest end users.
- (E)3.6.1.15 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,

practices that provide methods to resolve service degradation caused by disturbers on nearby pairs when there are industry standards adopted for spectrum management. Methods may include forms of binder management designed to protect services from the effects of known disturbers.

- (E)3.6.2.5.2 Qwest reserves the right to limit the provisioning of BRI and DS1 capable loops in some areas served by loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. Qwest reserves the right to make some cables unavailable to Sprint, itself, and other similarly situated third party telecommunications carriers based on spectrum management considerations.

(E)4. Network Interface Device (NID)

(E)4.1 Description

The NID is an independent UNE which provides a technology neutral interface between Qwest's loop distribution plant and the customer premises wiring and includes all features, functions, and capabilities of the device. 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 Sprint orders unbundled Loops on a reuse basis, the existing drop and Qwest's NID may remain in place and continue to carry the signal to the end user's equipment.

(E)4.2 Terms and Conditions

- (E)4.2.1 Qwest shall allow Sprint access to the network interface device as required under FCC rules.
- (E)4.2.2 Any costs associated with Sprint connecting its facilities to the Qwest NID will be the responsibility of Sprint.
- (E)4.2.3 If Sprint purchases an unbundled loop, Sprint may provide its own NID or have Qwest provide the NID.
- (E)4.2.4 If Sprint installs its own NID, Sprint may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, Sprint will isolate the Qwest facility in the NID in a manner that does not damage the Qwest facility. At no time will either Party remove or rearrange the other Party's NID and associated facilities.
- (E)4.2.5 Qwest will retain sole ownership of the Qwest NID and its

	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSMNDT	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
Wyoming		NONE

(E)5.1 Description

(E)5.1.1 The local tandem switching capability establishes a temporary transmission path between two other switches, but not including the transport needed to complete the call. The local tandem switching capability also includes the functions that are centralized in local tandems rather than in separate end office switches. A host/remote end office configuration is not a Tandem Switching arrangement.

The local tandem switching capability includes:

- Trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card.
- The basic switch trunk function of connecting trunks to trunks; and
- The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to, call recording, the routing of calls to operator services, and signaling conversion features.

(E)5.2 Terms and Conditions

(E)5.2.1 If Sprint 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.

(E)5.2.2 Port access to the local tandem switch is provided in DS1 increments.

(E)5.3 Technical Requirements

(E)5.3.1 The requirements for Local Tandem Switching include, but are not limited to, the following:

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	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density	
	Low Density: Eight (8) Business Days	4 hrs. Low Density	
DS1	25 or more	ICB	ICB
	1 to 8	High Density: Five (5)	4 hrs High Density

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 - Message Trunk Groups <ul style="list-style-type: none"> • Transition questionnaire required • Routing to trunks is ordered separately as Customized Routing • EMI trunk port & LIDIT 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.

(E)6. Local Circuit Switching Capability

(E)6.1 Description

(E)6.1.1 Local Circuit Switching Capability provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross-Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities of the switching port for Sprint that Qwest provides for its own services. Local Circuit Switching Capability includes the following components:

(E)6.1.1.1 Line-side switching includes, but is not limited to, connection to an ICDF where a cross-connect to a loop may be obtained and a switch card with connection to the card.

(E)6.1.1.2 Trunk-side switching includes, but is not limited to, connection to trunk cross-connect and trunk card with features and functions.

(E)6.1.1.3 Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, white page listing, all other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

(E)6.1.2 Notwithstanding, Qwest shall not be required to unbundle local circuit switching capability for Sprint end users with four or more voice grade (DS0) equivalents or lines, and when said end users are located in Qwest local circuit switches located in:

(E)6.1.2.1 The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order, and

(E)6.1.2.2 In Density Zone 1, as defined in Section 69.123 on January 1, 1999.

(E)6.2 Description

(E)6.2.1 Unbundled Analog Line Port

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).

(E)6.2.2.2 Vertical features are software attributes on end office switches. Vertical features included in the BRI ISDN Digital Line port are as follows:

- 2 B & D
- 2 Primary Directory Numbers (PDNs)
- Call Appearances – Two per Terminal
- Normal Ringing
- Caller ID Blocking per call

Sprint may request features that are not listed above but are activated in a Qwest end office on a individual case basis. Sprint may request features that are not activated in a Qwest end office using the BFR process.

(E)6.2.3 Trunk Ports

(E)6.2.3.1 DS1 Message Trunk Port

An Unbundled DS1 Message Trunk Port is a DS1 trunk side switch port terminating at a DSX1. 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. A non-recurring charge applies to establish the trunk port.

(E)6.2.3.1.1 Message Trunk Group

A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk

~~(E)6.6~~ Technical Requirements

(E)6.6.1 Qwest shall control congestion points in the same manner for Sprint as it does for itself, e.g., mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Qwest.

(E)6.6.1.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Sprint and Qwest will immediately notify each other of any protective control action planned or executed.

(E)6.6.1.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

(E)6.6.1.3 Mass Calling

Sprint and Qwest shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

~~(E)7.~~ Packet Switching

The packet switching capability network element has not yet been totally defined by Qwest. Upon final product development, if changes to this section would be required to reflect the product as developed, the Parties will negotiate in good faith any required changes. If they are unable to reach agreement, it will go to dispute resolution.

(E)8. Enhanced Extended Links (EEL)

Qwest will provide to Sprint the ability to provision Enhanced Extended Links (EEL) to allow Sprint to serve end users by extending an end user's loop from the end office serving that end user where Sprint is not collocated to a different end office in which Sprint is already collocated for the provisioning of services. The EEL allows Sprint to aggregate loops at fewer collocation locations and increase their efficiency by transporting aggregated loops over efficient high capacity facilities to their central switching location.

(E)8.1 Definition

Enhanced Extended Loop (EEL) is a service offered by Qwest that allows Sprint to extend loops from the end user premise to a Sprint collocation in a different Wire Center. 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.

(E)8.1.1 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)

(E)8.2 Terms and Conditions

(E)8.2.1 Sprint must utilize EEL to provide a significant amount of local exchange service to each end user served.

(E)8.2.2 EEL is only available to serve end user customers served out of the wire centers set out in the Local Tandem Switching Section (E)5 of this Agreement.

(E)8.2.3 One end of the interoffice facility must terminate at a Sprint Collocation in a Wire Center other than the Serving Wire Center of the loop.

(E)8.2.4 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. Sprint may also order combinations of interoffice transport, concentration capability and DS0 loops.

(E)8.2.5 When concentration capability is requested, Sprint will purchase the appropriate concentration equipment and provide it to Qwest for installation in the wire center. At such time as Sprint terminates the use of the concentration equipment placed in the Qwest wire center, the concentration equipment would be returned to Sprint. Removal charges will be paid by Sprint, if not already paid.

A Service Order Charge is a non-recurring charge to cover service order processing for each service order issued for Sprint.

(E)8.4 Ordering

- (E)8.4.1 Sprint will submit orders using the ASR process
- (E)8.4.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.
- (E)8.4.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.
- (E)8.4.4 One service order is required when Sprint orders a single bandwidth EEL from Sprint's 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.

(E)9. Customized Routing

(E)9.1 Description

Customized Routing is a software function of a switch that provides a Sprint specific originating routing application path between line side ports and a specific DS1 Trunk Port and Message Trunk Group(s) via the switching matrix and a Routing table or tables. Customized Routing will combine end office switching and dedicated trunks allowing Sprint the ability to route traffic by class of service to specific dedicated or shared message trunks. For example, Customized Routing will allow Sprint the ability to route Operator Services, Directory Assistance and Local calling traffic to Unbundled Message Trunk Ports and Group(s). Customized Routing may be ordered as an application with Resale or Unbundled Switching.

(E)9.2 Terms and Conditions

- (E)9.2.1 Customized Routing will be offered on a first-come, first-served basis.
- (E)9.2.2 Coin signaling is only available as part of "Smart PAL" service.
- (E)9.2.3 Sprint shall provide a comprehensive routing plan associated with any custom routing request
- (E)9.2.4 Sprint must place the associated trunk orders prior to the establishment or deployment of Line Class Codes

- Leaving voice path open while using the signaling path for call set-up as well as network management data.

(E)10.1.3 Optional Features of CCSAC/SS7 are dependent on specific Sprint 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).

(E)10.2 Terms and Conditions

(E)10.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on Sprint's design requirements. All of Sprint's unbundled design elements are subject to facility requirements identified below.

(E)10.2.2 At a minimum, transport facilities must exist from Sprint'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 UNEs defined in this Part E above.

(E)10.2.3 Sprint's CCSAC/SS7 design requirements will include, but are not limited to:

(E)10.2.3.1 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.

(E)10.2.3.2 Specific Point Code detail including the identification of Sprint's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP]) requirements.

(E)10.2.3.3 All signaling routing requirements must be identified in Sprint's design. Information will include industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs to be included in the designed unbundled signaling arrangement.

(E)10.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

(E)10.2.4.1 Both Qwest and Sprint are obligated to follow existing industry standards as described in Bellcore/Telcordia documents including but not limited to GR-905 CORE, GR-954-CORE, GR-

tandem in association with call set-up.

(E)10.3.2.3 Signal Transport Charge - assessed per call set-up request (ISUP) that is transported between the Qwest STP and a Qwest end office or tandem switch associated with call set-up. Also assessed per data request (TCAP) transported to or from a Qwest STP and destined for a foreign database.

(E)10.3.2.4 Signal Switching Charge - assessed per call set-up request (ISUP) that is switched at the Qwest STP. Also assessed per data request (TCAP) switched at the Qwest STP and destined for a foreign network or database.

(E)10.4 Ordering

(E)10.4.1 CCSAC/SS7 unbundled Sprint-designed elements will initially require design information from Sprint. Ordering for CCSAC/SS7 will be handled on an individual case basis, using service activation meetings between Sprint and Qwest. Sprint will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

(E)10.4.2 Qwest will provide jeopardy notification, Design Layout Reports, Completion Notification and Firm Order Confirmation in a non-discriminatory manner.

(E)10.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

(E)10.4.4 The service order interval will begin when a complete and accurate ASR is received by Qwest.

(E)11. Line Sharing

The parties agree to abide by any signed stipulation agreements that the parties have entered into for line sharing and such agreements are incorporated into this interconnection Agreement by reference. In the event, such stipulated agreements regarding line sharing are not entered into, the parties agree to negotiate language to resolve all line sharing issues to the extent required by law and to include such language into this Agreement by way of an amendment.

Line Sharing provides Sprint 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

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.

- (E)11.1.7 Sprint will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Sprint 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.

(E)11.2 Sprint Collocation Area Splitter

- (E)11.2.1 If Sprint elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, Sprint will be responsible for purchasing the POTS splitters. Sprint also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.
- (E)11.2.2 Sprint 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.
- (E)11.2.3 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 Sprint's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to Sprint'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.
- (E)11.2.4 The demarcation points between Qwest's network and Sprint's network will be the place where the combined voice and data loop is cross-connected to the ICDF.

(E)11.3 Common Area Splitter Collocation

- (E)11.3.1 If Sprint 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 Sprint'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

The interval for each subsequent month will be thirty (30) days.

(E)11.4.3.2 The forecast must include, at a minimum, the following:

- (a.) The Month in which each application will be sent;
- (b.) The Wire Center by common name for each application;
- (c.) Type of terminations required for each level of connection; and
- (d.) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

(E)11.4.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

(E)11.4.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

(E)11.4.5 In the event Sprint, or Qwest acting as purchasing agent for Sprint, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by Sprint, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for Sprint and is unable to procure equipment to complete all work in a timely manner, Sprint may provide Qwest with the subject equipment. Sprint will be notified by Qwest of the required material on-site date for affected Wire Center(s) and Sprint will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

(E)11.5 Rate Elements

(E)11.5.1 Recurring Rates for Shared Loop

(E)11.5.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

(E)11.5.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support

plus any associated costs incurred by Qwest to order the POTS splitter.

(E)11.5.6 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 pairs between the POTS splitter and the ICDF.

(E)11.5.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Part H. Some 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 Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Part H will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

(E)11.6 Ordering Process

(E)11.6.1 Shared Loop

(E)11.6.1.1 As a part of the pre-order process, Sprint can access loop characteristic information through the Loop Information Tool described in the Access to Operational Support Systems Section. Sprint will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and Sprint will work together to modify the Loop Information Tool to better support Line Sharing.

(E)11.6.1.2 Prior to placing an LSR for Shared Loop, Sprint must obtain a Proof of Authorization from the end user customer in accordance with the Proof of Authorization Section.

(E)11.6.1.3 Splitter Meet Points for Shared Loop will be provided to Sprint on the Line Sharing Actual Point of Termination (APOT) form specifically for Shared Loop requests. Sprint 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.

(E)11.6.1.4 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this

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. Sprint will be responsible for repairing data services provided on Shared Loops. Qwest and Sprint each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

(E)11.7.3 Qwest and Sprint 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 Sprint agree that the following general principles will guide the repair and maintenance process for Line Sharing.

(E)11.7.3.1 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 Sprint 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 Sprint unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls.

(E)11.7.3.2 Qwest and Sprint are responsible for their respective end user base. Qwest and Sprint will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.

(E)11.7.3.3 Qwest will test for electrical faults (e.g. opens, shorts, foreign voltage and/or spectral interference) on Shared Loops in response to trouble tickets initiated by Sprint. When trouble tickets are initiated by Sprint, and such trouble is not an electrical fault (e.g. opens, shorts, foreign voltage and/or spectral interference) in Qwest's network, Qwest will assess Sprint the TIC Charge.

(E)11.7.3.4 When trouble reported by Sprint is not isolated or identified by tests for electrical faults (e.g. opens, shorts, foreign voltage and/or spectral interference), Qwest may perform additional testing at the request of Sprint on a

splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device (NID), the minimum point of entry, the single point of interconnection (at multi-unit premises), the main distribution frame, the remote terminal, and the feeder distribution interface (FDI). The standard point for Subloop interconnection will be at the Qwest Feeder-Distribution Interface (FDI)

(E)12.1.1 Two types of standard Subloops are Distribution and Feeder.

(E)12.1.2 Subloop Unbundling is available after a 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 Subloop, and the necessary cross-connections to the Sprint-provided facilities. The FCP shall be located in direct proximity to the Qwest Subloop facility accessed by Sprint.

(E)12.1.3 The Parties agree to work in a cooperative manner to develop processes for ordering Subloop elements and for implementing field interconnection in a manner that allows each company to be efficient while minimizing costs and protecting the quality of the loop network.

(E)12.1.4 The parties agree to work cooperatively together with respect to the details associated with implementing this Agreement, and to not withhold reasonable accommodations that minimize costs or that helps each company to be more efficient in its operations. If the parties cannot resolve a conflict they shall use the Dispute Resolution Process provided for in the Interconnection Agreement.

(E)12.2 Terms and Conditions

(E)12.2.1 Qwest will create space in the FDI that allows a "CLEC Stub Cable" to be terminated in the FDI closure in the same manner that the Qwest Feeder and Distribution cable pairs are terminated.

(E)12.2.2 Access to unbundled loop elements may be made, to the extent technically feasible, at any Feeder Distribution Interface (FDI) whether the FDI is located at a cabinet, Controlled Environmental Vault (CEV), remote terminal, utility room in a multi-dwelling unit, or any other accessible terminal. Sprint's access to the FDI will be via a splice point in a closure, referred to as the Field Connection Point (FCP), which shall be located in close proximity to the FDI closure.

(E)12.2.3 Sprint obtains access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established

Dispute Resolution process in this Agreement.

(E)12.2.8 If Qwest denies Sprint's request to interconnect at a FDI Qwest will provide to Sprint documentation stating why the request was denied during the feasibility process. If Sprint finds the information Qwest supplies to Sprint to be insufficient to support the denial of access to the FDI, Sprint may initiate a joint resolution process. The joint resolution process will include meeting to exchange information, analyzing the reason for denial, and if necessary, jointly inspecting the FDI to ascertain the conditions for denial. If Sprint is not satisfied with the resolution, Sprint may use the Dispute Resolution provision of the contract for a final determination.

(E)12.2.9 Sprint 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. Sprint shall be responsible for payment of all costs incurred by Qwest up to the time of cancellation.

(E)12.2.10 Standard access to a Subloop 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.

(E)12.2.11 Field Connection Point

(E)12.2.11.1 Description

Field Connection Point allows Sprint to interconnect with Qwest outside of the central office location where it is technically feasible. Field Connection Point allows Sprint to access Unbundled Subloops. The Field Connection Point must be in place before Subloops order are processed. There is one type of Field Connection Point generally available. Requests for other Field Connection Point configurations will be considered on an Individual Case Basis. The use of the FDI Field Connection Point is only to have access to Qwest Subloops.

(E)12.2.11.2 Qwest will engineer and place the FCP closure and the stub cable between the FCP and the FDI closures. Qwest will obtain the rights-of-way for the FCP closure and Sprint will obtain the rights – of-way required for the placement of its cable to the FCP closure. Qwest will splice the Sprint cable to the interconnection stub cable in

(E)12.2.11.7 All work associated with modifying and enlarging the existing FDI closure to permit additional cables and connecting blocks to be placed will be paid for by Sprint. If, during the following two years, other CLECs use a FDI that Sprint paid to have enlarged, Qwest will identify to the requesting CLEC their pro-rata share of the original costs and will require them to directly reimburse Sprint those costs. Such reimbursement must occur before that CLEC will be permitted to interconnect at the FDI.

(E)12.2.11.8 Sprint will have access to Sprint's cable at the FCP for maintenance and testing purposes.

(E)12.3 Rate Elements

- (E)12.3.1 Subloop Non-Recurring Charge -- Sprint will be charged a non-recurring basic installation charge for each Subloop ordered by Sprint.
- (E)12.3.2 Subloop Recurring Charge -- Sprint will be charged a monthly recurring charge for each Subloop ordered by Sprint.
- (E)12.3.3 Subloop OSS Charge -- Sprint agrees to pay any OSS costs associated with Subloop Unbundling as may be ordered to be paid by the Commission in a separate proceeding.
- (E)12.3.4 Subloop Trouble Isolation Charge -- Sprint will be charged a Trouble Isolation Charge when trouble is reported but not found on the Qwest facility.

(E)12.4 Rate Elements – Field Feeder Distribution Interface Connection Point

- (E)12.4.1 Sprint will complete a Field Connection Point Request Form. Qwest will develop a quote for the work to be performed bases on the information provided by Sprint on the Request Form. Qwest will recover the Field Connection Point cost through individual case basis non-recurring charges.
- (E)12.4.2 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.
- (E)12.4.3 Quote Preparation Fee – Qwest will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.
- (E)12.4.4 Construction Fee – Qwest will charge a fee to recover all cost for building the FDI Field Connection Point. This fee will cover

(E)12.6.4 After construction is complete, Sprint will be notified of the availability of the termination or connection location which will be used for ordering Subloops.

(E)13. Dark Fiber

(E)13.1 Description

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.

(E)13.2 Terms and Conditions

(E)13.2.1 Qwest will provide Sprint with nondiscriminatory 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.

(E)13.2.2 Sprint will provide Qwest with nondiscriminatory access to UDF-IOF and UDF-Loop. Sprint will provide UDF of substantially the same quality as the fiber facilities that Sprint uses to provide service to its own end user customers within a reasonable time frame.

(E)13.2.3 Qwest will provide Sprint with access to existing Dark Fiber facilities. Sprint 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 Sprint shall be permitted to use, regenerating equipment that already exists in mid-span.

(E)13.2.4 Qwest will provide Unbundled Dark Fiber to Sprint in increments of two strands (by the pair).

(E)13.2.5 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 five percent (5%) of the fibers in a sheath for maintenance or maintenance spare.

exceed 30 feet in length, connected to the Qwest UDF-Loop FDP

(E)13.2.15 Sprint is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at Sprint's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. Sprint shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. Sprint 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 Rights-of-Way shall be in accordance with Section 10.8 (Access to Poles, Ducts, Conduit, and Right-of-Way).

(E)13.2.16 Sprint will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

(E)13.3 Ordering Processes

Ordering processes and installation intervals are as follows:

(E)13.3.1 Prior to placing an order for UDF, Sprint must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. Sprint must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.

(E)13.3.2 The first step of the UDF ordering process is the inquiry process. Sprint 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. Sprint must specify the two Qwest offices or Customer Premise location and the number of fibers requested. Qwest will inform Sprint of the availability of dark fiber that will meet Sprint's request, if any, within 10 business days from the inquiry.

(E)13.3.3 Based on the Sprint request (UDF-Loop or UDF-IOF), there are two possible scenarios:

(E)13.3.3.1 Termination at a Mid-Point Structure

(E)13.3.3.1.1 If spare fiber is available, and Sprint 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), Sprint

Sprint and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 (Operational Support Systems (OSS)).

(E)13.5 Rate Elements

(E)13.5.1 Dark Fiber rates are contained in this Agreement and include the following elements:

- a) Initial Inquiry Charge (IIC). 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 Sprint. Qwest will bill Sprint the Initial Inquiry Charge immediately upon receipt of the inquiry.
- 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 Sprint at locations other than Qwest Wire Centers or a customer 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 90 calendar days. This charge is not applied when the demarcation points are in the wire centers or customer premises.

(E)13.5.2 The following rate elements are used once the availability of UDF has been established and Sprint chooses to access UDF.

(E)13.5.2.1 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.
- 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 Sprint's optical demarcation point.

(E)14.2.2.1 Dial Up Access -- Qwest will provide access to mutually agreed upon OCCRE 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.

(E)14.2.2.2 Attendant Access -- When Sprint requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

(E)14.3 Rate Elements

(E)14.3.1 Recurring rate elements include:

- DS1 Port
- DS3 Port
- Dial Up Access
- Attendant Access

(E)14.3.2 Non-recurring rate elements include:

- DS1 Port
- DS3 Port
- Virtual Ports

(E)14.4 Ordering Process

(E)14.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in Section E(2) for UDDT. UCCRE is ordered via the ASR process.

(E)14.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify Sprint when the work activity is complete. Test results by Qwest are not provided to Sprint.

(E)15. Additional Unbundled Elements

Sprint may request nondiscriminatory access to, and where appropriate, development of additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

(E)16. 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 UNEs. When Qwest constructs to fulfill Sprint's request for UNEs, Qwest will bid the construction on a case-by-case basis. Qwest will charge for the construction through

- (E)17.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part H of this Agreement.
- (E)17.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.
- (E)17.3.3 A non-recurring Point Code Activation Charge will apply for Sprint to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 Section of Part H.

(E)17.4 Ordering Process

Sprint shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)17.5 Technical Requirements

- (E)17.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for Sprint to query from Sprint's designated switch.
- (E)17.5.2 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.

(E)17.6 Interface Requirements

The signaling interface between Sprint'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.

(E)17.7 Technical References

SCPs/Databases shall be consistent with the following technical references.

- (E)17.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 3 (Bellcore/Telcordia, December 1998);
- (E)17.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore/Telcordia, March 1994).

PART F - ANCILLARY SERVICES

(F)1. Interim Number Portability

- (F)1.1 Description
- (F)1.1.1 Interim Number Portability ("INP") service is a service arrangement that can be provided by Qwest to Sprint or by Sprint 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".
- (F)1.1.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor 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.
- (F)1.1.3 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. Technology limitations do not permit the use of Remote Call Forwarding where Digital Loop Carrier is utilized. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible and available. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.
- (F)1.1.4 INP via RCF also requires office equipment, on a per telephone number basis. Sprint will provide a request for deployment sites and estimated quantities of ported numbers to Qwest 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 the impact on the donor office to determine if office equipment is available.
- (F)1.1.5 DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. For DID, the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office.
- (F)1.1.6 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. For DNRI, the INP Provider will deliver the

(F)1.2.6 While INP is deployed with respect to operator services and directory assistance associated with INP for Sprint subscribers, Qwest shall provide the following:

(F)1.2.6.1 Qwest shall allow Sprint to administer Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. LIDB provisions are specified in this Agreement.

(F)1.2.7 Qwest shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

(F)1.2.8 Number Reservation

When a subscriber ports to another service provider that has previously secured, via a tariffed offering, a reservation of line numbers from the INP Provider for possible activation at some future point, these reserved but inactive numbers shall "transfer" along with the active numbers being ported by the INP Requestor in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the INP Provider. Sprint will notify Qwest when to activate INP for the above-mentioned reserved inactive numbers. Charges for reserved numbers will be billed to Sprint pursuant to the tariff offering.

(F)1.2.9 INP is subject to the following restrictions:

(F)1.2.9.1 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 portable number.

(F)1.2.9.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

(F)1.2.9.3 Only the existing INP Provider-assigned end user telephone number may be used as a ported number for INP.

(F)1.2.9.4 An INP telephone number must be active and assigned to accommodate INP.

(F)1.2.9.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

extenuating circumstances, shall not begin more than 30 minutes after the agreed upon time. It is Sprints responsibility to ensure that their customer's service is available to be cut over at the scheduled time.

(F)1.2.10.4 Requests for FDTs (Frame Due Time) within normal business hours are proactively managed by Qwest but are considered Non-coordinated cuts. A Coordinated cut for orders during normal business hours is under review by Qwest, but is not a service offering at this time.

(F)1.2.10.5 Charges for Coordinated Out of Hours Cuts shall be based upon an overtime, time and one-half rate for timeframes outside of normal business hours that are not Sundays or holidays, and a premium rate that is a double time rate for Sundays and holidays.

(F)1.2.10.6 For Out of Hours Coordinated Cuts, the appropriate rate will be multiplied by the number of personnel actively participating in the cut, multiplied by the number of hours for the cut. Qwest will schedule the appropriate employees prior to the cut. However, if non-scheduled employees are required for the cut due to last-minute changes or incorrect data on the LSR, a three hours minimum "call out" may be required by Qwest.

(F)1.2.11 Out of Hours Non-Coordinated Cuts

For the purpose of this offering, normal business hours are defined as 7:00 a.m. to 7:00 p.m. Monday through Friday. Requests of 1:00 a.m. FDT due date are considered to be a Non-Coordinated Out of Hours Cut.

(F)1.2.11.1 Non-Coordinated Cuts

(F)1.2.11.1.1 Non-Coordinated Cuts allows Sprint 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 a cut completion by 7:30 a.m. of that morning (if that morning is a business day, or by 7:30 a.m. of the next business day).

(F)1.2.11.1.2 Conversion desk activities and escalation processes for Non-

(F)1.3.5 Each of the above costs shall be borne by the INP Requestor.

(F)1.3.6 Switched Access Revenues

Qwest and Sprint agree to use the previous Qwest and Sprint 1997 arbitrated decisions, specific to the allocation of switched access revenues for INP, in each of the 14 states within the Qwest territory, with the exception of Utah, where Sprint will use the standard Qwest formula, as set forth in Exhibit A.

(F)1.3.6.1 Once the end office switch is converted to Local Number Portability (LNP), the switched access compensation will not be passed to Sprint.

(F)1.3.6.2 The Switched Access rate elements are identified in Qwest's Switched Access Tariff.

(F)1.3.6.3 Qwest will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis. Average MOUs are used due to system limitations.

(F)1.3.6.4 The number of lines to be used in the formula will be extracted from the Qwest corporate data warehouse once each month. This database contains billed information for posted orders.

(F)1.3.6.5 Switched Access revenues will not be shared for traffic that is subject to reciprocal compensation.

(F)1.3.6.6 The formula populated with the appropriate data for the preceding month will be provided to Sprint to support the payment. The pass through amounts will be paid by check and mailed to Sprint by the end of the month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

(F)1.3.6.7 This section is applicable for the states of Arizona (Arbitration Order Issue 3, pp. 6-7); Oregon (Arbitration Order, Issue 2 at p. 4); Washington (Arbitration Order, Issue 2, at p. 4); and Nebraska (Arbitration Order, Issue 4, p. 16).

(F)1.3.6.7.1 The Parties will establish a meet point relationship.

- (F)1.3.6.10 This section is applicable for the state of South Dakota (Order in the AT&T/Qwest arbitration, Docket No. TC96-184, dated March 20, 1997, Paragraph 218). The terminating carrier shall receive the carrier common line and local switching charges. Transport charges shall be shared based on the meet point billing arrangement.
- (F)1.3.6.11 This section is applicable for the state of North Dakota (Arbitrator's Decision in the AT&T/Qwest arbitration, Case No. PU-453-96-497, dated March 19, 1997, pp. 59-60). Qwest shall receive transport charges for each ported interexchange toll call. Qwest and Sprint shall equally share the switching charges for each ported interexchange toll call. Sprint shall receive the Carrier Common Line Charges (CCLCs) for each ported interexchange toll call.
- (F)1.3.6.12 This section is applicable for the state of New Mexico (Order in the AT&T/Qwest arbitration, Docket No. 96-411-TC, dated March 20, 1997, paragraph 330. Qwest will receive all revenue associated with the transport and switching of ported interexchange toll calls. Qwest will credit Sprint with the applicable Carrier Common Line Charges (CCLCs).
- (F)1.3.6.13 This section is applicable for the state of Wyoming (Order in the AT&T/Qwest arbitration Docket Nos. 70000-TF-96-319 and 72000-TF-96-95, dated April 23, 1997, Priority 10, pp. 34-38). The terminating carrier closest to the end user will receive the revenue attributable to switching charges and the Carrier Common Line Charge (CCLC) for each ported interexchange toll call. Each Party will receive the revenue attributable to its portion of the transport charges for each ported interexchange toll call. Each carrier shall charge one-half of its normal Residual Interconnection Charge (RIC).
- (F)1.3.6.14 This section is applicable for the state of Idaho (First Order Addressing Substantive Arbitration Issues in the AT&T/Qwest arbitration, Docket No. Qwest-T-96-15/ATT-T-96-2, dated March 24, 1997, Issue No. 46, p. 39). Until such time as there is a final and generally applicable method of cost allocation, Qwest and Sprint shall each be responsible for and shall track their respective

- (F)1.4.4 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 forty-eight (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 avoid unnecessary duplication of other facilities (e.g., Loops).
- (F)1.4.5 Certain features are not available on calls passed through INP service.
- (F)1.4.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- (F)1.4.7 Sprint shall have the right to use the existing Qwest 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, Qwest agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases, until Sprint instructs Qwest differently. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.
- 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, it is recommended that the INP Requestor enter into a separate agreement with the E911 database provider.
- (F)1.4.8 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.

(F)2. Local Number Portability

- (F)2.1 Upon implementation of Local Number Portability (LNP) pursuant to FCC regulations, both Parties agree to conform and provide such LNP. Both Parties will also conform to LNP industry, Western Region LLC and state guidelines and agreements including but not limited to the requirement that the Parties obtain an LRN (Local Routing Number) for each toll rate center in which they provide LNP. Qwest may charge any non-recurring and miscellaneous LNP charges in accordance with its tariffs or as may be agreed to by the Parties. Qwest and Sprint agree to one LRN per rate center.

(F)3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone information, 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.

(F)3.1.3. Qwest has contracted E911 database services with a third party agent ("Qwest agent"), which has day to day responsibility for administration of the ALI/DMS database. Should Qwest no longer have the agency relationship, then all references to Qwest agent in this Section shall be understood to be a reference to Qwest.

(F)3.2 Terms and Conditions

(F)3.2.1 Basic 911 directly connects to the PSAP 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.

(F)3.2.2 E911 functions provided to Sprint shall be consistent with the support and services that Qwest provides to its end users for such similar functionality.

(F)3.2.3 Qwest shall conform to all state regulations concerning emergency services.

(F)3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

(F)3.2.5 For E911 Resale orders, Qwest shall use its current service order process to update and maintain end user information in the ALI/DMS database.

(F)3.2.6 If required by Sprint, Qwest shall interconnect direct trunks from Sprint's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by Sprint.

(F)3.2.7 When Qwest is responsible for administering the ALI/DMS database in its entirety, entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint so requests. Sprint shall provide information input for the ALI/DMS database for ported numbers.

(F)3.2.8 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

and E911 Database operation. Qwest's agent and Sprint shall arrange for the automated input and periodic updating of the E911 database information related to Sprint end users. Qwest's agent shall work cooperatively with Sprint to ensure the accuracy of the data transfer by verifying it against the MSAG. Qwest's agent shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) format.

- (F)3.2.10.4 Sprint will provide end user data to Qwest's agent for Qwest ALI/DMS database utilizing current NENA standards, including Recommended Formats For Data Exchange, Recommended Standard For Street Thoroughfare Abbreviations, and Recommended Protocols For Data Exchange. Qwest will furnish Sprint any variations to NENA recommendations required for ALI/DMS database input.
- (F)3.2.10.5 Sprint will provide end user data to Qwest's agent for Qwest's ALI/DMS database that are MSAG valid and meet all components of the NENA Recommended Measurements For Data Quality standard.
- (F)3.2.10.6 Sprint will update its end user records provided to Qwest's agent for Qwest's ALI/DMS database to agree with the 911 MSAG standards for its service areas.
- (F)3.2.10.7 Qwest will provide Sprint with the identification of the Qwest 911 tandem that serves each geographic area served by Sprint.
- (F)3.2.10.8 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.
- (F)3.2.10.9 The primary 911 provider will provide the other Party with the ten-digit telephone numbers of each PSAP agency, for which the primary 911 provider provides the 911 function. These numbers can be used by the other Party to acquire emergency telephone numbers so that Party's operators can handle emergency calls in those instances where that Party's end user dials "0" instead of "911".

- (F)3.2.18.1 The Parties shall not use information provided under this section for any other purpose than 911.
- (F)3.2.18.2 Qwest will provide Sprint the locations of Qwest E911 tandems with CLLI codes.
- (F)3.2.18.3 Qwest rate center information may be found in the LERG. Qwest wire center information may be found in the General Exchange Tariff. The Parties implementation teams will work cooperatively to address questions and concerns regarding this information.
- (F)3.2.18.4 Qwest account team will work cooperatively to review, where available, Qwest NXX overlay maps and detailed Qwest NXX boundaries, as well as, where available, Qwest network map to confirm diverse routing for purposes of 911 service provisioning. The Parties will work together with the PSAPs, as necessary, to negotiate changes to diverse routing.
- (F)3.2.18.5 Qwest shall provide a point-of-contact for each database administrator, where Qwest is the primary 911 provider. Qwest shall identify which Qwest ALI/DMS databases cover which states, counties, or parts thereof, and identify a point of contact for each database administrator.
- (F)3.2.18.6 Qwest will provide, at Sprint's request, interconnection to 911 selective routing switch (tandem) to route calls from the Sprint network to the correct Public Safety Answering Point ("PSAP").
- (F)3.2.18.7 Qwest must provide sufficient planning information regarding any anticipated network impacts to the E911 network which affects Sprint.
- (F)3.2.18.8 Once a PSAP has identified their default PSAP to Qwest, Qwest will provide translations for routing 911 calls to that default PSAP, as necessary. Qwest will work cooperatively with Sprint to provide current information that Qwest has available regarding default PSAPs. Sprint will commit to verify PSAP defaults, as necessary.

(F)4. Directory Assistance

Qwest shall provide non-discriminatory access to Directory Assistance on an unbundled basis to Sprint for the provision of telecommunications services unless Qwest provides

(F)4.1.5 Directory Service shall provide up to two listing requests per call and, where available, at present or in the future, and if requested, shall complete the call to one of the provided listings.

(F)4.1.6 Qwest will design its network and processes to provide equivalent speed-to-answer times as it provides its customers

(F)4.2 Terms and Conditions

Qwest will provide access to Directory Assistance service via dedicated multi-frequency (MF) operator service trunks purchased from Qwest or provided by Sprint. These operator service trunks will be connected directly to Qwest's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. Sprint will be required to order or provide an Operator Service trunk for each NPA served.

(F)4.2.1 Upon Sprint acceptance of Qwest price quotation and where technically feasible (at present or in the future), Qwest shall route Sprint customer DA calls to Sprint DA centers. Sprint will pay the reasonable and appropriate costs to obtain this service.

(F)4.3 Rate Elements

The following rates are contained in Part H of this Agreement.

(F)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by Sprint. The per call rate includes recurring branding and call completion charges and may be changed from time to time by Qwest and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.

(F)4.3.2 A non-recurring setup and recording fee will be applicable for establishing the Custom Call Branding option. Such non-recurring charge must be paid prior to commencement of the service.

(F)4.3.3 Additional charges for Qwest IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

(F)4.4 Ordering Process

Sprint will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Directory Assistance service.

(F)4.5 Billing

- (F)5.1.2.3 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
- (F)5.1.2.4 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Sprint orders. Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that Sprint has supplied Qwest the necessary privacy indicators on such Listings.
- (F)5.1.2.5 Qwest will include Sprint Listings in Qwest's Directory Assistance service to ensure that callers to Qwest's Directory Assistance service have non-discriminatory access to Sprint's Listings.
- (F)5.1.2.6 Qwest will ensure Sprint Listings provided to Qwest are included in the white pages directory published on Qwest's behalf, in accordance with Sprint's selection above.
- (F)5.1.2.7 Sprint agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.
- (F)5.1.2.8 Sprint will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.
- (F)5.1.2.9 Sprint represents and warrants the end user information provided to Qwest is accurate and correct. Sprint further represents and warrants that it has reviewed all Listings provided to Qwest, including end user requested restrictions on use such as non-published and non-listed. Sprint shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g. no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying Qwest with the applicable Listing information.
- (F)5.1.2.10 Sprint is responsible for all dealings with, and on behalf of, Sprint's end users, including

database. Sprint will not receive compensation from Qwest for any sale of Listings by Qwest

- (F)5.2.1.4 From the time that Qwest receives the Sprint customer data, the processing interval for updating the database with Sprint will be accomplished in the same manner and timeliness as Qwest updates the database for itself
- (F)5.2.1.5 Some LECs and CLECs allow Qwest to supply their DA List Information to Sprint without obtaining prior approval. Other LECs/CLECs require Sprint to negotiate separate agreements for the use of their DA List Information. Qwest will provide Sprint with a list of LEC/CLECs that may require separate negotiation(s). In the latter event, Sprint may elect to obtain such authorization and provide Qwest a signed letter of authorization before Qwest can release the LEC/CLEC's DA List Information. Sprint will give Qwest fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, Qwest will no longer supply Sprint with the LEC/CLEC's DA List Information. Sprint's use of other LEC/CLEC's end user listings shall be in accordance with the terms and conditions of the separate agreement between Sprint and that LEC/CLEC. Sprint has the right to assume, and Qwest is responsible, to have all appropriate authorizations for Directory Listing information provided to Sprint.
- (F)5.2.1.6 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 overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads
- (F)5.2.1.7 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.
- (F)5.2.1.8 In the event Sprint 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 Part H of this Agreement

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.

- (F)5.2.2.5 Any disclosure of the fact that an end user subscribes to Qwest's telecommunications services or unauthorized use of Qwest's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (F)5.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, Sprint 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, 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.
- (F)5.2.2.7 Sprint 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. Sprint must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.
- (F)5.2.2.8 Audits -- In accordance with Part G of this Agreement, Qwest may request a comprehensive audit of Sprint's use of the DA List Information.

In addition to the terms specified in (G)10, the following also apply:

- (F)5.2.2.8.1 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

(F)5.2.5 Billing

Recurring and non-recurring rates for DA List Information are specified in Part H of this Agreement.

(F)6. Toll and Assistance Operator Services

Qwest shall provide non-discriminatory access to Operator Services on an unbundled basis to Sprint for the provision of telecommunications services unless Qwest provides Sprint with Customized Routing or a compatible signaling protocol. Alternatively, upon request, Qwest shall make available to Sprint Operator Services under Section 251(b) of the Act, at market rates. In the event Qwest is unable to provide Customized Routing or compatible signaling protocol to Sprint, Qwest will provide Operator Services on the following terms:

(F)6.1 Description

Listed below are the functions of Operator Services available to Sprint:

- (F)6.1.1 Local Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and 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.
- (F)6.1.2 IntraLATA Toll Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing IntraLATA Toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to Sprint or Sprint's end users. Qwest will direct Sprint's end user to contact their provider to complete IntraLATA Toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from Qwest or provided by Sprint via Collocation arrangements to route calls to Sprint's platform.
- (F)6.1.4 Busy Line Verification ("BLV") is performed when Sprint's end user requests assistance from the operator because to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call and a charge shall apply.
- (F)6.1.5 Busy Line Interrupt ("BLI") is performed when Sprint's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Sprint's end user and the calling party. The operator will make only one BLI attempt per end user call and

- (F)6.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (F)6.2.8 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 modify and change the nature, extent and detail of specific operator services from time to time, but Qwest shall make available to Sprint all Operator Services that Qwest provides to its own customers.
- (F)6.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Sprint shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(F)6.3 Rate Elements

Qwest offers to Sprint the following two service/pricing options:

- (F)6.3.1 Option A - Price Per Message
- (F)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0- where the operator entered the calling card number.
 - (F)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
 - (F)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
 - (F)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
 - (F)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
 - (F)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

Sprint will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Sprint represents that the information provided is true and correct to the best of its knowledge and belief.

(F)6.5 Billing

- (F)6.5.1 Qwest will track usage and bill Sprint for the calls placed by Sprint's end users and facilities.
- (F)6.5.2 Qwest will compute Sprint's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). Qwest will charge Sprint whichever result is less.
- (F)6.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify Sprint of the methods of such estimate and cooperate in good faith with Sprint 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.

(F)7. Advanced Intelligent Network (AIN)

(F)7.1 Description

- (F)7.1.1 AIN services are offered and available as an enhancement to Sprint's SS7 capable network structure and operation of AIN Version 0.1 capable switches.
- (F)7.1.2 Access to AIN Service Creation Environment - (AASCE) allows Sprint to utilize Qwest's AIN service application development process to develop new AIN services or features. The resulting Intellectual Property will be owned by Sprint and will be controlled by Sprint. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Sprint's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to Sprint to be installed in its own network.
- (F)7.1.3 Access to AIN OSS/SMS (AAOS) - This service allows Sprint to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for Sprint utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. Sprint will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to

- (F)7.2.2.4 Each end user line must be provisioned by the facility owner. Sprint is responsible for setting the AIN trigger in its switch.
- (F)7.2.2.5 AIN Query Processing Qwest will certify and test the Sprint switch for AIN message transmission to assure quality performance as described in Part E. Qwest and Sprint will test cooperatively.
- (F)7.2.2.6 Access to the Qwest AIN databases will be available for access through a Qwest STP by Sprint through either purchase of the Qwest local switching element or through the SS7 connection with Sprint's switch.

(F)7.3 Rate Elements

- (F)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.
- (F)7.3.2 Access to AIN OSS/SMS (AAOS) -- AAOS is billed a monthly recurring and a one-time non-recurring charge for each AIN feature activated, per telephone number.
- (F)7.3.3 AIN Query Processing - The AIN service is billed a monthly recurring and/or a per query charge.

(F)7.4 Ordering

- (F)7.4.1 AASCE is ordered on an individual case basis and is coordinated through the Qwest Account Manager and Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Sprint and Qwest will negotiate all deliverables and associated dates so that a mutually agreeable schedule is established. Due date intervals are negotiated on an individual case basis.

- (F)7.4.2 AAOS is ordered using the LSR form.

- (F)7.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

(F)8.1.2 Description - Line Validation Administration System (LVAS)
Access

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.

Development is currently in progress which will allow Sprint access to an electronic interface which will enable Sprint to add, update, and delete Sprint end user line records. Until an electronic interface is available, Sprint will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based CLECs.

(F)8.1.3 Description - LIDB Query Service

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.

On behalf of Sprint Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting Sprint telephone line number data. Qwest allows LIDB query access through Qwest regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(F)8.1.4 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 Sprint of system alerts on Sprint end user lines.

(F)8.2 Terms and Conditions

(F)8.2.1 Terms and Conditions - Line Information Database (LIDB)
Storage

Sprint will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. Sprint will provide and maintain necessary information solely for the purpose of enabling Qwest to provide LIDB services. Sprint 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.

(F)8.4.1 Ordering - Line Information Database (LIDB) Storage

(F)8.4.1.1 Qwest will be responsible for loading and updating Sprint's line records into the LIDB database from the data provided by Sprint. The establishment of Sprint line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Sprint to Qwest. Updates, additions, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to Qwest. Sprint is responsible for the accuracy of the data which is sent to Qwest.

(F)8.4.1.2 Inquiries from Sprint must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

(F)8.4.2 Ordering-LVAS Access

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

(F)8.4.3 Ordering- LIDB Inquiry Service

(F)8.4.3.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, Sprint must have Common Channel Signaling Access Capability (CCSAC).

(F)8.4.3.2 Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish Qwest a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(F)8.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, Sprint 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 Sprint. Sprint may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(F)8.5 Billing

ending points as requested by Sprint, based on Qwest's available records.

(F)9.2 Terms and Conditions

- (F)9.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to Sprint authorization for Sprint to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles, conduit or innerduct owned in whole or in part by Qwest. Any and all rights granted to Sprint shall be subject to and subordinate to any future local, state and/or federal requirements.
- (F)9.2.2 Sprint shall provide a map of the requested poles, conduit or innerduct route, including estimated distances between major points, the identification and location of the poles, conduit or innerduct and a description of Sprint's facilities.
- (F)9.2.3 Except as expressly provided herein, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles or underground conduit structure or other facility for use by Sprint. If the Parties agree to construct or modify poles or underground conduit structure for their mutual benefit, the Parties will each pay a proportionate share of the costs.
- (F)9.2.4 If Qwest terminates a facility arrangement for cause, or if Sprint terminates a facility arrangement without cause, Sprint shall pay termination charges equal to the amount of fees and charges remaining on the terminated agreement(s) and shall remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure within sixty (60) calendar days, or cause Qwest to remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure at Sprint's expense; provided, however, that Sprint shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until Sprint's facilities are physically removed. "Cause" as used herein shall include but not be limited to Sprint'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.
- (F)9.2.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to Sprint. Upon determination by Qwest that it no longer needs Pole/Innerduct, or upon a sale of Poles/Innerduct to another party, and with the concurrence of the other joint user(s), if necessary, Sprint shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its facilities therefrom. Sprint will be given the option to buy Poles/Innerduct that Qwest no longer intends to keep. Failure to remove its facilities within sixty (60) calendar days, or, in the alternative, to make other written arrangements with

more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. Sprint's standard maintenance practices for facilities shall be made available to Qwest upon request. Sprint shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

- (F)9.2.11 If Sprint requests Qwest to replace or modify existing Poles, Conduit or Innerduct to increase its strength or capacity for the sole benefit of Sprint, Sprint shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments to new Poles, Conduit or Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles, Conduit or Innerduct, if necessary. Ownership of new Poles, Conduit or Innerduct shall vest in Qwest. Upon request, Qwest may permit Sprint to install poles, conduit or innerduct. Qwest reserves the right to reject any non-conforming replacement pole, conduit or innerduct installed by Sprint. To the extent that a modification is incurred for the benefit of multiple parties, Sprint shall pay a proportionate share of the total cost 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, conduit or innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and Sprint shall be responsible for its proportionate share of the modification cost.
- (F)9.2.12 Notification of modifications initiated solely by or on behalf of Qwest shall be provided to Sprint 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. Qwest shall bear the costs of such modification if Sprint provides Qwest with authorization to rearrange Sprint's facilities or cooperates in coordinating with Qwest the rearrangement of Sprint's facilities. The Parties will mutually agree to a date and time for the rearrangement, which may be longer than sixty (60) days for Sprint to complete its work. The Parties agree they will not withhold reasonable accommodations from each other. If Sprint fails to respond to Qwest's request for rearrangement of Sprint's facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Sprint shall assume all liability for rearrangement of their facilities and Qwest shall not be responsible for reimbursing Sprint for the cost of the rearrangement. Nothing in this provision prohibits Qwest from making necessary rearrangements to comply with government obligations. Sprint will be obligated to reimburse Qwest for any

- (F)9.2.17 The costs of final inspections and inspections which are necessary due to the existence of non-complying conditions or unauthorized occupancy shall be assessed to Sprint.
- (F)9.2.18 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 Sprint of any responsibilities, obligations, or liability assigned under this Agreement.
- (F)9.2.19 Should Qwest, under the provisions of this Agreement, remove Sprint's facilities from the poles, conduit or innerduct, Qwest will deliver the facilities removed upon payment by Sprint of the cost of removal, storage and delivery, and all other amounts due Qwest. If Sprint removes facilities from poles, conduit or innerduct for other than repair or maintenance purposes, no replacement on the same poles, conduit or innerduct shall be made if there are any undisputed charges due Qwest for previous occupancy that have not been paid in full. Sprint shall advise Qwest in writing as to the date on which the removal of facilities from the poles, conduit or innerduct has been completed.
- (F)9.2.20 If any facilities are found attached to poles, conduit or innerduct for which no agreement is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and Sprint agrees to pay a charge of \$200.00 per pole, \$200.00 per use of a conduit (a conduit may be an isolated conduit or conduits between manholes or other structures), and \$200.00 per innerduct run (an innerduct run is the use of innerduct between two manholes), plus payment as specified in this Section. Sprint is required to submit in writing, within ten (10) days after receipt of written notification from Qwest of the unauthorized occupancy, a poles, conduit or innerduct application. If such application is not received by Qwest within the specified time period, Sprint will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or Qwest may remove Sprint's facilities without liability, and the cost of such removal shall be borne by Sprint.
- (F)9.2.21 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. Sprint shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.
- (F)9.2.22 Each Party shall provide the other Party access to its poles, ducts, ROW and conduits it controls on terms, conditions and

- (F)9.2.32 At Sprint's request and Sprint's acceptance of a Qwest cost estimate, Qwest shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for Sprint's requirements. Subject to the requirements above, the Parties shall mutually agree upon the time frame for the completion of such work. If the Parties are unable to agree to a schedule, the Parties shall use the dispute resolution process under this Agreement.
- (F)9.2.33 Sprint may, at its option, make pole attachments using Sprint or Sprint designated Qwest approved contractors to attach its equipment to Qwest poles. The approval of any third party contractor shall not be unreasonably withheld.
- (F)9.2.34 Upon receipt of notification from Qwest of its intent to modify or alter any ROW, conduit or pole line which contains Sprint's facilities, Sprint will notify Qwest within twenty (20) calendar days that it intends to add to or modify its facilities in association with Qwest addition or modification. The Parties will coordinate their work efforts and time frames. Sprint shall bear its proportionate share of the costs incurred by Qwest in making such facilities accessible.
- (F)9.2.35 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, each Party shall bear its proportionate cost of relocating the ROW, conduits or poles. Qwest is responsible for the costs of moving the structure and its facilities, while Sprint is responsible for the costs to move its facilities located on or in the structure. To the extent that Sprint has a separate permit for a ROW, Sprint will be responsible for obtaining a new permit. If Sprint elects to add new facilities during the relocation effort, Sprint shall pay the costs of any new Sprint facilities and the costs of installation of those facilities in the newly rebuilt Qwest ROW, conduits or poles.

(F)9.3 Rate Elements

- (F)9.3.1 Inquiry Fee - A non-refundable 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.
- (F)9.3.2 Field Verification Fee - (Request Phase) A non-refundable charge which recovers the cost for the field survey required for a site investigation and to determine scope of any required make-ready work.
- (F)9.3.3 Make-Ready Work- A non-refundable charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases this could

ready work will be completed; and the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided 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 Sprint and identified in the Cost Quotation.

(F)9.4.4 Agreement – Poles and Innerduct. Upon completion of the procedures described above, Qwest shall provide Sprint a statement of Make-ready costs and yearly 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 year, shall be accepted as an agreement for the attachment or occupancy. Upon receipt of the accepted agreement from Sprint and applicable payment for the Make-ready fees identified, Qwest will assign Sprint's requested space and complete the Make-ready work which may be required. Qwest will notify Sprint when Poles/Innerduct are ready for attachment of facilities. Upon request from Sprint, Qwest may negotiate to perform the work of attaching Sprint's facilities.

(F)9.4.5 Make-ready Cost for Poles, Conduit or Innerduct - The estimated costs included in the REQUEST Quotation are used to cover the actual costs incurred by Qwest in determining if space is available to meet Sprint's request. Likewise, estimates of Make-ready in the agreement are used to cover actual costs. When Qwest becomes aware that the actual costs of the requested work will exceed estimated costs by more than ten percent (10%), Qwest will notify Sprint. If the Parties disagree on how the cost overrun will be resolved, the Parties will invoke the Dispute Resolution process under this Agreement. If the actual costs are less than the estimate, an appropriate credit will be issued upon request. If Qwest denies the poles, conduit or innerduct request, Qwest shall do so in writing, specifying the reasons for denial along with all relevant evidence supporting denial pursuant to 47 USC Section 224(f)(2) and will also refund the difference between the costs incurred and those prepaid by Sprint, if any.

(F)9.5 Billing

Sprint agrees to pay Qwest poles and innerduct fees as specified in Part H. Fees will be computed in compliance with applicable local, state and federal guidelines. Such fees will be assessed annually as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(F)9.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and Sprint, repairs shall be effectuated on a nondiscriminatory priority basis as established by

standards for SS7 protocol and per the following specification standard documents:

- Bellcore/Telcordia-SS7 Specification, TR-NPL-000246
- ANSI-SS7 Specifications
- Message Transfer Part T1.111
- Signaling Connection Control Part T1.112
- Transaction Capabilities Application Part T1.114
- Bellcore/Telcordia-CLASS Calling Name Delivery
- Generic Requirements, TR-NWT-001188
- Bellcore/Telcordia-CCS Network Interface Specifications, TR-TSV-000905

- (F)10.2.6 Sprint acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. Sprint will adhere to other applicable standards, which include Bellcore/Telcordia specifications defining service applications, message types and formats. Qwest reserves the right to 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 Sprint.
- (F)10.2.7 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. Sprint may elect to use their own its own subsystem value. Sprint acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.
- (F)10.2.8 Sprint 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. Sprint 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 Sprint any instances where overload controls are invoked due to Sprint's SS7 network, and Sprint agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- (F)10.2.9 Qwest shall exercise best efforts to provide Sprint accurate and complete ICNAM information. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for Sprint's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system

- (F)11.2 Upon request by Sprint the Parties will engage in joint planning to identify the necessary translations to accomplish the transport of CLASS data. This will require Sprint to have SS7 capability and meet the connectivity requirements contained in Part E of this Agreement.

PART G- MISCELLANEOUS PROVISIONS

(G)1. Network Security

- (G)1.1 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.
- (G)1.1.1 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. The Parties are responsible for training their employees on such security requirements and penalties.
- (G)1.1.2 Each Party's 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. The Parties are responsible for training their employees on such security requirements and penalties.
- (G)1.1.3 Qwest will review the security requirements and hours of access with Sprint. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to, the requirement that all Sprint approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. Sprint personnel found outside of designated and approved areas will be escorted away from those non-approved areas and reported to Qwest Security. Repeated violations will result in denial of access to Qwest facilities and a possibility of criminal penalties.
- (G)1.1.4 Qwest will use the appropriate contact noted on the Sprint questionnaire to inform Sprint by telephone of any emergency related activity that Qwest or its subcontractors may be performing which could potentially affect the equipment in the collocated space occupied by Sprint.

- (G)1.1.10 Each Party shall comply at all times with Qwest's legal and reasonable security and safety procedures and requirements. Such procedures and requirements will be provided to Sprint.
- (G)1.1.11 Qwest will allow Sprint to inspect or observe spaces which house or contain Sprint equipment or equipment enclosures at any time and to furnish Sprint with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Sprint space, in a manner consistent with that used by Qwest.
- (G)1.1.12 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives to emergency access only. Sprint shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- (G)1.1.13 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Sprint 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.
- (G)1.1.14 Sprint agrees to enforce the following Qwest safety and security requirements:
 - (G)1.1.14.1 Train its employees, agents and vendors on Qwest security policies and guidelines.
 - (G)1.1.14.2 When working on Qwest ICDFs or in Qwest equipment line-ups, Sprint employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.
 - (G)1.1.14.3 Report to Qwest all property, material 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. All security incidents are to be referred directly to local Qwest Security – 1-888-Qwest-SECURE. In cases of emergency, call 911 and 1-888-Qwest-SECURE.
 - (G)1.1.14.4 Require its employees to wear the identification/access card above the waist so it is visible at all times.

Continued violations may result in termination of access privileges.

- (G)1.1.23 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)
- (G)1.1.24 Sprint will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. Sprint and Qwest will meet to review applications and security requirements.
- (G)1.1.25 Sprint employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Sprint's space and other essential facilities. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (G)1.1.26 Sprint will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Sprint and forward them to Qwest Security. If cards or keys cannot be collected, Sprint will immediately notify Qwest at 800-210-8169.
- (G)1.1.27 Sprint 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.
- (G)1.1.28 To the degree that Qwest employees are required to do so, Sprint 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.
- (G)1.1.29 Sprint will notify Qwest if Sprint 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.
- (G)1.1.30 Sprint will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to Sprint'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.
- (G)1.2 Revenue Protection - Qwest shall make available to Sprint all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes and call blocking. Qwest

be billed directly to the law enforcement agency, without involvement of Sprint, for any lines served from Qwest Wire Centers or cross boxes.

- (G)1.5 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 switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Sprint 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 Sprint 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. Sprint will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

(G)2. Access To Operational Support Systems (OSS)

(G)2.1 Description

(G)2.1.1 Qwest will provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between Sprint'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 will support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each. This section describes the interfaces that Qwest will provide to Sprint. 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 Sprint consistent with the provisions of this Section.

(G)2.1.2 Through its electronic gateways, Qwest shall provide Sprint nondiscriminatory access to Qwest's operational support systems 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 Sprint 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 Sprint access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete.

(G)2.2 OSS Support for Pre-Ordering, Ordering and Provisioning

Record (CSR), check facility availability, reserve telephone numbers, and schedule appointments. The electronic interface gateways provide on-line capabilities to perform these functions. Not all functions apply to all products.

- (G)2.2.1.5.1.1 The function of validating an address will verify the end user's address. No detailed facility information (i.e., cable pair) will be returned as part of this transaction.
- (G)2.2.1.5.1.2 Service Availability will return the list of (1) POTS products and services available in the Central Office switch serving a particular end user address, which will indicate to Sprint, among other things, which products and services are authorized for resale in the Central Office switch serving a particular end user address and (2) non-switched-based products and services that Sprint is authorized to provide according to its interconnection Agreement with Qwest.
- (G)2.2.1.5.1.3 Review Customer Service Record (CSR) gives Sprint the ability to request a display of local exchange services and features (CPNI) Qwest is currently providing to an end user
- (G)2.2.1.5.1.4 Check Facility Availability will provide an indication of whether existing facilities are available or if new facilities are required, and if a technician must be

- When a telephone number has been reserved, there is a twenty-four (24) hour period that the telephone number may be included on an LSR. If the time limit is exceeded, the telephone number is returned to the OSS.

(G)2.2.1.5.1.6 Schedule Appointment allows Sprint to retrieve a calendar of available appointments and to reserve an appointment date and time so that a technician can be dispatched for premises and/or non-premises work.

(G)2.2.1.5.1.7 Expiration period for selection and submission of Appointment Reservation are:

- A selection must be made within a thirty (30) minute period. If an appointment has been selected and the time limit was exceeded, an error message will display. If the error message displays, an updated list of available appointments will need to be requested. If an appointment has already been reserved for this Purchase Order Number, the Appointment Confirmation window will be displayed and will be pre-populated with confirmation number, appointment date and time, expressed in after and before times.

(G)2.2.1.5.2.4 Query LSR Status allows Sprint to obtain the status of the LSR. Status is provided to Sprint upon inquiry. Order status functions include the following: Submitted, In Review, Issued, Rejected, Errored, Completed and Jeopardy.

(G)2.2.1.5.2.5 FOC Return returns a Firm Order Confirmation to Sprint. The FOC confirms that Qwest has received a SR, issued an order, and provides the assigned order number for tracking.

(G)2.2.1.6 Forecast of Usage

(G)2.2.1.6.1 Sprint shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

(G)2.2.1.6.2 Qwest will use Sprint's forecast to provide Sprint sufficient capacity to provide the services and elements requested. If Sprint exceeds its capacity without sufficient notification to enable Qwest to make appropriate adjustments, and to the extent that the increased usage causes degradation to other users' response times, Sprint's use of its capacity on the IMA or EDI server may be in jeopardy of limitation until a resolution can be mutually agreed to by both Parties. Qwest will notify Sprint prior to any limitation of Sprint's use of the IMA or EDI server; however Qwest reserves the right to discontinue use if all efforts to mitigate the problems have been unsuccessfully exhausted.

(G)2.2.1.6.3 When Sprint requests from Qwest more than twenty SecureIDs, Sprint shall use a T1 line instead of dial-up capabilities.

(G)2.2.2.4 The IMA GUI also provides a single interface for trouble reporting from Sprint 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. The IMA GUI interface currently supports trouble reporting for resale and UNEs.

(G)2.2.2.5 Functions

(G)2.2.2.5.1 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. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes will be made available to Sprint in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, or cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.

(G)2.2.2.5.1.1 Open Trouble Report is the mechanism that captures information needed to resolve the trouble. Once a TR has been opened, if Sprint is using MEDIACC EB, Qwest sends an electronic transaction to Sprint identifying information about the TR (e.g., commitment date and tracking number).

(G)2.2.2.5.1.2 In IMA for POTS, and in Electronic Bonding Test Access (EBTA) for POTS and designed services, Modify Trouble Report allows Sprint to modify the

historical information on up to the last three trouble reports. For resale, the disposition and trouble report date and time are provided. For design services and UNEs, the trouble report date and time, a text description of the disposition, the Qwest Trouble Report Number, and the trouble type are provided.

- (G)2.2.2.5.1.7 Resubmit/Delete allows trouble reports to be resubmitted or deleted via IMA GUI if, prior to entering Qwest's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered Qwest's OSS. This transaction is currently available only via IMA GUI.
- (G)2.2.2.5.1.8 Close a Trouble Report, for resale, allows Qwest to close the TR once work is complete. For design services and UNEs, Qwest sends Sprint a request for verification to close. Sprint then authorizes or denies the closure. Sprint has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed. Qwest provides notification to Sprint that a TR has been closed because the trouble was resolved. Additional information (e.g., disposition, disposition description, outage duration, maintenance of service, charge indicator) is also included. If Sprint is using MEDIACC EB, Sprint

of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

(G)2.2.5 Outputs

Output information will be provided to Sprint 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 Sprint 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

(G)2.2.5.1 Bills

(G)2.2.5.1.1 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 Sprint. These bills are segmented by state and bill cycle. The number of bills received by Sprint is dictated by the product ordered and the Qwest region in which Sprint is operating.

(G)2.2.5.1.2 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.

carrier, it will contain these records for these types of calls as well

(G)2.2.5.2.4 Loss Report provides Sprint 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:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch Port

(G)2.2.5.2.5 Completion Report provides Sprint with a daily batch report of the prior day's activity. This report is used to advise Sprint 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:

- Interim Number Portability
- Resale
- Unbundled Loop
- Unbundled Line-side Switch
- This report media is described in Exhibit C.

(G)2.2.5.2.6 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 Sprint. Category 1101 series records are used to exchange detailed access usage information.

(G)2.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

document. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs.

- (G)2.2.6.1 In the course of establishing operational ready system interfaces between Qwest and Sprint to support local service delivery, Sprint and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Sprint and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.
- (G)2.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commission and, as time permits, business requirements. Qwest will provide to Sprint the targeted final features list for modifications to the interface. Final specifications for interface modifications will be provided to Sprint three weeks prior to the release date. Sprint is required to upgrade to the current release within six months of the installation date. If Sprint demonstrates mitigating circumstances in regard to the six month install date, the Parties will make a best effort to cooperatively set a date. Qwest will provide multi-versioning on at least the current and one past version with Release 4.2. Qwest is considering a maximum of three multi-version capability
- (G)2.2.7 Sprint Responsibilities for Implementation of OSS Interfaces
 - (G)2.2.7.1 Before any Sprint implementation can begin, Sprint 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 Sprint
 - (G)2.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and Sprint will mutually agree upon time frames for implementation
 - (G)2.2.7.3 If using the EDI interfaces, Qwest will provide Sprint with a copy of the Production Readiness Verification Document. Sprint is obligated to meet the requirements specified in the Production Readiness Verification Document regardless of

trouble using the guidelines provided in the Production Readiness Verification document. If Sprint cannot resolve the problem, then Sprint should contact the Local Service Provider (LSP) Systems Help Desk. The LSP Systems Help Desk is Sprint's Single Point of Contact for electronic interface trouble.

(G)2.2.9 Sprint Support

(G)2.2.9.1 Qwest shall provide adequate assistance to Sprint for Sprint to understand how to implement and use the OSS functions to which Qwest is providing access. This assistance will include training, documentation, and a LSP Help Desk. The LSP Help Desk will provide a single point of entry for Sprint to gain assistance in areas involving connectivity, system availability, and file outputs. The LSP 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.

(G)2.2.9.1.1 Connectivity covers trouble with Sprint's access to the Qwest system for hardware configuration requirements with relevance to EDI and IMA GUI, software configuration requirements with relevance to EDI and IMA GUI, modem configuration requirements, T1 configuration and dial in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification

(G)2.2.9.1.2 System Availability covers system errors generated during an attempt by Sprint to place orders or open trouble reports through EDI and IMA GUI. These system errors are limited to: POTS, Design Services and Repair

(G)2.2.9.1.3 File Outputs covers Sprint'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,

The Parties shall provide dialing parity to each other as required under the Act and FCC rules. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act

(G)4.1 Qwest shall make N11 services it deploys in its network available as required by the Act and FCC Rules, to the extent technically available

(G)5. Qwest Dex

Qwest and Sprint agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Sprint and directory publishers, including Qwest Dex. Qwest acknowledges that Sprint may request Qwest to facilitate discussions between Sprint and Qwest Dex.

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(G)6. Notice of Changes

(G)6.1. If a Party plans a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

(G)6.2. Examples of changes that Qwest must provide notification of include but are not limited to: any pending tandem moves, NPA splits, or scheduled maintenance outages in advance. Notices should provide enough time for Sprint to react.

Notice will be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

(G)7. Referral Announcement

When an end user changes from Qwest to Sprint, or from Sprint to Qwest, and does not

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".

- (G)8.3.3 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. The impairing Party shall provide the impaired Party a proportionate price adjustment on the same basis that it's own customer would be entitled to a price adjustment.
- (G)8.3.4 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.
- (G)8.3.5 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.
- (G)8.3.6 Upon Sprint's request, Qwest shall provide, at the same level it provides itself, its affiliates to the extent required by law, or similarly situated third party telecommunications carriers, status reports so that Sprint will be able to provide end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). Qwest will close all trouble reports with Sprint. Sprint will close all trouble reports with the end-user.
- (G)8.3.7 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.
- (G)8.3.7.1 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

Qwest and Sprint shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

(G)8.8 Misdirected Repair Calls

(G)8.8.1 Sprint shall inform its own end users as to where to report their trouble conditions. Any misdirected repair calls will be advised to call their own telephone service provider and will be provided the correct telephone number for that purpose (this referral may occur within a voice response system or other interactive systems).

(G)8.8.2 Sprint and Qwest will employ the following procedures for handling misdirected repair calls:

(G)8.8.2.1 Sprint and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

(G)8.8.2.2 End users of Sprint shall be instructed to report all cases of trouble to Sprint. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

(G)8.8.2.3 Misdirected repair calls for local services will be referred to the other Party when the Party receiving the repair call knows that the other Party is the end user's local service provider.

(G)8.8.2.4 Sprint and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

(G)8.8.2.5 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.

(G)8.8.2.6 Performance targets for speed of repair call answering will be the same as Qwest's performance targets for its own end users

(G)8.9 Major Outages / Restoral / Notification

(G)8.9.1 Qwest will notify Sprint of major network outages as soon as is practical. This notification will be via e-mail to Sprint's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds

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 Sprint require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Sprint for those dispatch-related costs.

(G)8.13.3 For POTS lines Qwest will not request authorization from Sprint prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept Sprint authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, Sprint will be notified.

(G)8.14 Intervals

Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of Sprint end users, will receive similar commitment intervals.

(G)8.15 Jeopardy Management

Notification to Sprint will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed. This process will be the same as that used by Qwest for its own end users.

(G)8.16 Maintenance Standards

(G)8.16.1 Qwest will cooperate with Sprint to meet the maintenance standards outlined in this Agreement.

(G)8.16.2 On manually-reported trouble, Qwest will inform Sprint 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.

(G)8.17 End User Interfaces

(G)8.17.1 Sprint will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

(G)8.17.2 All Qwest employees who perform repair service for Sprint end users will be trained in non-discriminatory behavior.

(G)8.18 Repair Call Handling

- (G)9.1 Any request for Interconnection or access to an Unbundled Network Element 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 or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.
- (G)9.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Sprint and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part H of this Agreement. The form will request, and Sprint will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element 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, and the applicable FCC rules, Sprint 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 Sprint to provide the services that it seeks to offer, and that Sprint'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(j)(2) of the Act, Sprint must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Sprint.
- (G)9.3 Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Sprint of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Sprint of the need for any additional information required to complete the analysis of the BFR.
- (G)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Sprint 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 set forth above.
- (G)9.4.1 If Qwest determines during the thirty (30) business day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise Sprint as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.

5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8 th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint
10th	10%	1.11%	Sprint

No Further Refunds for additional Requestors

- (G)9.5 When Qwest provides Sprint with a BFR quote, which may include a minimum volume and term commitment, then within thirty (30) business days of its receipt of the BFR quote, Sprint must either agree to purchase under that commitment, cancel its BFR, or request Qwest to negotiate other terms. If the Parties cannot reach an Agreement, then Sprint can seek dispute resolution under the terms of this Agreement.
- (G)9.6 If Sprint has agreed to minimum volume and term commitments under the preceding paragraph, Sprint may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Sprint will pay Qwest's reasonable development costs incurred to the date of cancellation in complying with Sprint's request for Qwest to provide the Interconnection or Network Element, to the extent not otherwise amortized.
- (G)9.7 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.

(G)10. Audit Process

- (G)10.1 "Audit" shall mean the comprehensive review of
- (G)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
 - (G)10.1.2 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 UNEs.
 - (G)10.1.3 The extent of review shall be determined on a case by case basis depending on business needs
- (G)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:
- (G)10.2.1 Either Party may request to perform an Audit

- (G)10.3 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, Sprint 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.

(G)11. Data Exchange for Billing and Recording of Call Information

- (G)11.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- (G)11.2 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.
- (G)11.3 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.
- (G)11.4 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 LATA. 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. Until such time that system development is completed for these non-ICS revenues, the Parties agree to use bill and keep.
- (G)11.5 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.

- Calls To Directory Assistance Where Qwest Provides Such Service To Sprint's Local Service Customer
- Calls Completed Via Qwest-Provided Operator Services Where Qwest Provides Such Service To Sprint's Local Service Customer
- For Qwest-Provided Centrex Service, Station Level Detail

(G)11.10.2 All records shall include complete call detail and complete timing information, as applicable.

(G)11.10.3 Qwest shall provide to Sprint Recorded Usage Data for Sprint's customers only.

(G)11.10.4 Recording Failures

(G)11.10.4.1 Sprint Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Qwest in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon Sprint's request, be recovered by Qwest at no charge to Sprint. If Qwest discovers such failures, Qwest shall notify Sprint upon discovery. In the event the data cannot be recovered by Qwest, Qwest shall estimate the messages, with assistance from Sprint, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by Qwest and Sprint. This estimate will be used by the Parties to determine adjustments to amounts owed by Sprint to Qwest for services provided by Qwest in conjunction with the failed recorded usage data.

(G)11.10.4.2 Partial Loss.

Qwest shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined below. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

(G)11.10.4.3 Complete Loss.

Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during

to have Qwest construct the facilities, Qwest reserves the right to bill Sprint for the expense incurred for producing the engineered job design.

- (G)12.4 In the event a construction charge is applicable, Sprint's service application date will become the date upon which Qwest receives the required payment.
- (G)12.5 When Qwest builds additional facilities for Sprint under this section of the Agreement, Qwest will develop a quote associated with the work. Before the work is started, the quote must be paid by Sprint. A portion of the amount paid under the quote by Sprint will be refunded by Qwest to Sprint if additional CLECs or Qwest, rather than Sprint, utilize the additional facilities constructed on behalf of Sprint.
- (G)12.6 A refund to Sprint will be made two years after Qwest provides Sprint with the requested interconnection or Network Element if other CLECs take advantage of the same interconnection or Network Elements constructed and paid for by Sprint. This refund amount will be determined using the chart set forth below and is the aggregate of all percentages shown for the total number of requestors. Qwest shall not be obligated to make any additional refunds with respect to the construction costs of a particular interconnection or Network Element after two years from the date when construction is completed. All refunds will be made subject to subsequent requestors paying their share of the original construction costs.

If either Party has information that indicates there are at least three additional requestors, then the Parties agree to negotiate a mutually agreeable date for a partial refund based on the Refund Table below: A final true-up will be made two years after Qwest provides the Interconnection or Network Element to Sprint.

Refund Table

Requestor	Construction Cost	Refund Portion	Refund to
Sprint	100%	NA	NA
2nd	50%	50.00%	Sprint
3rd	33.33%	16.67%	Sprint
4th	25%	8.33%	Sprint
5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8 th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint
10th	10%	1.11%	Sprint
<u>No Further Refunds for additional Requestors</u>			

(G)13. Service Performance

- (G) 13.1 General Provisions

Results for Service Performance Indicators listed and defined in the Service Performance Indicators (SPI) will be reported as described therein to Sprint upon request, but no more frequently than once per month, subject to the provisions of this Section.

To the extent that Qwest makes available additional standard performance indicators in this state during the term of this Agreement, the Parties agree that Sprint will receive these additional standard performance indicators.

Qwest will provide Sprint with all additional performance indicators that the state law requires.

To the extent Sprint desires additional performance measures, the Parties will meet to determine whether the requested measures should be added to the Qwest list of standard measures. If the Parties determine that the requested additional measures are unique to Sprint, then Qwest will provide Sprint an estimate of the cost to develop the measures. Whether the measurements are standard or unique to Sprint, an estimate of the time it will take to complete the work will be provided. Development of a unique measurement will begin upon payment by Sprint. If, within a two year timeframe from the beginning of the development of a measure unique to Sprint, Qwest adds the measure to its standard list of measurements, Qwest will refund the development cost to Sprint.

(G)13.2.1 Qwest Service Performance Indicators

The following Service Performance Indicators will be provided monthly, subject to the provisions of this Section.

(G)13.2.1.1 Electronic Gateway Availability

- GA-1 Gateway Availability – IMA
- GA-2 Gateway Availability – EDI
- GA-3 Gateway Availability – EB-TA
- GA-4 System Availability – EXACT

(G)13.2.1.2 Pre-Order / Order

- PO-1 Pre-Order/Order Response Times
- PO-2 Electronic Flow-through
- PO-3 LSR Rejection Notice Interval
- PO-4 LSRs Rejected
- PO-5 Firm Order Confirmation (FOC) Interval
- PO-6 Completion Notices Transmitted within 24 hours
- PO-7 Completion Notice Interval
- PO-8 Jeopardy Notice Interval
- PO-9 Timely Jeopardy Notices

(G)13.2.1.3 Ordering and Provisioning

- OP-1 Speed of Answer – Interconnect Provisioning Center

NI-1 Trunk Blocking
NP-1 NXX Code Activation

(G)13.2.1.10 Collocation

CP-1 Installation Interval
CP-2 Installation Commitments Met
CP-3 Feasibility Study Interval
CP-4 Feasibility Study Commitments Met
CP-5 Quote Interval
CP-6 Quote commitments Met

(G)13.3 Service Quality Performance Results Reports

(G)13.3.1 For Resale, UNE and Interconnection, and ancillary services. Qwest will provide service performance results for performance indicators as described above for Sprint, all CLECs in aggregate, Qwest end users, and to the extent required by law, for Qwest affiliates.

(G)13.3.1.1 Performance results will be provided for LIS trunks procured by Sprint that have utilized joint planning with Qwest in procuring LIS trunks, for Qwest's local exchange interoffice trunks, and for LIS trunk services that Qwest provides to its affiliates which furnish Telecommunications Services.

(G)13.3.1.2 If Sprint does not participate in joint forecasting and joint planning, only Sprint results will be compared to the results of other CLECs that have not participated in joint planning.

(G)13.4 The performance results provided to Sprint by Qwest shall be consistent with the most current version of the Qwest SPI, as amended from time to time during the term of this Agreement. These descriptions shall be the exclusive description used by both Sprint and Qwest when discussing performance results. Changes required in the SPI as a result of state regulatory rulings will apply to this Agreement.

(G)13.5 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 Section (A)3.15 of this Agreement. Notwithstanding this provision, Sprint may share their performance measurement results with other similarly situated telecommunications carriers under a non-disclosure agreement. Sprint's performance measurement results will not be directly or indirectly shared with any other party.

(G)13.6 Service Performance - Reported Events

permutation test. Where used, the modified Z statistic will be based on the statistical variance associated with Qwest's retail performance results, where applicable, or on the variance associated with Sprint aggregate performance results, where there are no retail performance results.

(G)13.7.2.2 The significance of a difference in proportional measurements shall be based on direct calculation of the probability of the observed difference using the binomial distribution with a pooled p value.

(G)13.7.2.3 A difference in results by either test type (i.e., differences in means or differences in proportions) will be deemed statistically significant if the appropriate one tailed test indicates, with ninety-five percent (95%) confidence, that the performance indicator results being compared appear to be from different populations of performance. In other words, that service being provided to Sprint appears to be inferior to that represented by the comparable results (such as, results representing service provided to CLECs in aggregate or to Qwest retail).

(G)13.7.2.4 The Parties do not contemplate any payments, credits, fines or other penalties associated with any of the performance measurements included in this section. However, nothing in this Agreement shall preclude Sprint from benefiting from any Commission mandated payments, credits, fines or other penalties associated with actionable differences in service performance results. Unless the Commission orders otherwise, performance measurement results used to calculate mandated penalties shall be based on a ninety-nine percent (99%) statistical confidence interval. Nothing in this Agreement shall preclude Qwest from appealing any Commission or court order mandating payments, credits, fines or other penalties associated with service performance results.

(G)13.7.3 For each case in which a statistically significant difference as defined in Section (G)13.7.2 has occurred, Qwest shall:

(G)13.7.3.1 Immediately investigate to determine the cause(s) of the difference and, where feasible, begin good-faith efforts to resolve the difference;

(G)13.8.1 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

(G)13.8.2 A "Delaying Event" means:

(G)13.8.2.1 Failure by Sprint to perform any of its obligations that directly or indirectly impacts performance results; as set forth in this Agreement,

(G)13.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party that directly or indirectly impacts performance results, or

(G)13.8.2.3 Any Force Majeure Event that directly or indirectly impacts performance results..

(G)13.9 Records Retention for Service Performance Indicators

Each Party shall maintain complete and accurate records consisting of the raw data used to calculate performance measurements (except for trouble reports) 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. Each Party shall provide such records in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information".

(G)13.10 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.

(G)14. Network Standards

(G)14.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Bellcore/Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

(G)14.2 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

(G)14.3.3 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

(G)14.4 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:

- #77342 -- Common Channel Signaling (CCS) Network Interface Specification
- #77350 -- Telecommunications Equipment, Installation and Removal Guidelines
- #77351 -- Qwest / U S WEST Communications, Inc. Engineering Standards General Equipment Requirements
- #77355 -- Grounding-Central Office and Remote Equipment Environment
- #77367 -- Central Office Hazardous Material Handling Procedures (Combined with Tech. Pub. 77350 -- No longer in effect)
- #77384 -- Qwest / U S WEST Interconnection – Unbundled Loop
- #77386 -- Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services
- #77389 -- Unbundled Dedicated Interoffice Transport

PART H - RATES

(H)1. RATES AND CHARGES -- GENERAL PROVISIONS

- (H)1.1 For Interconnection, Resold Services and Unbundled Network Elements, Sprint and Qwest agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists. Sprint agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, Sprint agrees to use the lowest ordered and approved rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of such an order, Qwest will move Sprint to such approved rates for those states and, where required by the commission, true up the amounts charged to that point. If either interim, permanent or approved arbitrated rates are later modified, if required by the commission an additional true up, will occur. For purposes of this Agreement, "Rates" include rate structure. Rates for services described herein shall be documented in this section of this Agreement.
- (H)1.2 Sections of this Agreement referring to TELRIC are agreements in principle on their use of TELRIC. References to TELRIC in this Agreement include the condition that the parties do not necessarily agree to a specific TELRIC methodology. The Parties agree to utilize the specific methodology that is ultimately ordered by the arbitrators/regulators.
- (H)1.3 Qwest will not charge Sprint any non-recurring charges incurred as a result of Qwest implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations solely initiated by Qwest to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body may be recovered by Qwest as permitted by a regulatory body on a non-discriminatory basis.
- (H)1.4 The underlying 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. For the purposes of this paragraph, Unbundled Elements as defined in this Agreement and the Act are not considered as resold services.
- (H)1.5 All Individual Case Basis (ICB), or Time and Material based charges will be accompanied by sufficient documentation to verify charges when billed.
- (H)1.6 The Following Section is Applicable for the State of UTAH Only (UTAH Order, p. 3) The Division of Public Utilities' Avoided Cost Study will be used to establish interim wholesale discounts for resale services. Interim prices for unbundled network elements will be based on Qwest's TELRIC, modified to reflect the Commission's prescribed depreciation rates and cost of capital. Rates for unbundled network elements, reciprocal compensation, and avoided cost wholesale discounts are interim and subject to surcharge or refund based upon future determinations to be made in Docket 94-999-01.

REVISIONS SINCE JULY 27, 2000

Date	Section	Page	Revision
8/24/2000	(A)3.21	36	Deleted Minnesota specific text from textbox
8/24/2000	(G)5	267-268	Deleted Minnesota specific text from textbox
8/30/2000	(E)5	146-151	Replaced partial Exhibit C (Service Interval Tables) with the full Exhibit C. This table was inadvertently inserted with only partial data.
8/30/2000	(E)		Changed references to "Exhibit A" to references to "Part H" (Rates Section)
11/27/2000	(C)2.3.4.1.3	70	Inserted Oregon language box regarding reciprocal compensation per OPUC November 9, 2000, Docket ARB 238 at Page 19
12/01/2000	(E)1.16.1 through (E) 1.16.5.2	110-114	Inserted language boxes regarding UNE-P and UNE-P NRCs per mutual agreement October 2000.

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the states of Arizona, Colorado, Minnesota, and Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the state of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof, for the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah, and Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SPRINT Communications Company L.P.

W. Richard Morris
Signature

W. Richard Morris
Name Printed/Typed

Vice President Local Markets
Title

August 16, 2001
Date

Qwest Corporation

L.T. Christensen
Signature

L.T. Christensen
Name Printed/Typed

Business Policy
Title

9/4/01
Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of September 20, 2001 through September 26, 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 AFFAIRS

CT01-041 In the Matter of the Complaint filed by Susan Brenneman, Iowa City, Iowa, against Qwest Corporation and AT&T Communications of the Midwest, Inc. Regarding Unauthorized Collect Call Charges.

Complainant states that she requested a collect call block on her telephone line. Complainant states that even though she requested a collect call block, she does not believe that the block was put on her line at her original request. Collect calls were made to her home from a correctional facility and Complainant's daughter accepted the collect calls. Complainant feels that she did everything possible to prevent the collect calls and that she should not be held responsible for the charges.

Staff Analyst: Mary Healy
Staff Attorney: Karen E. Cremer
Date Docketed: 09/20/01
Intervention Deadline: N/A

CT01-042 In the Matter of the Complaint filed by Mark E. Ferdig on behalf of Siouxland Telephone Company, Inc., North Sioux City, South Dakota, against Lightyear Communications, Inc. f/k/a UniDial Communications Regarding Failure to Pay Dial-Around Compensation.

Complainant's representative alleges that Siouxland Telephone Co., has been unable to collect compensation for payphone calls made using its facilities. Complainant requests that the SD Public Utilities Commission order the respondent to pay Dial-around compensation of \$97,049.07, plus interest at the rate of 11.25%.

Staff Analysts: Charlene Lund/Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 09/26/01
Intervention Deadline: N/A

CT01-043 In the Matter of the Complaint filed by Mark E. Ferdig on behalf of Siouxland Telephone Company, Inc., North Sioux City, South Dakota, against ALLTEL Communications, Inc. Regarding Failure to Pay Dial-Around Compensation.

Complainant's representative alleges that Siouxland Telephone Co., has been unable to collect compensation for payphone calls made using its facilities. Complainant requests that the SD Public Utilities Commission order the respondent to pay Dial-around Compensation of \$11,681.05, plus interest at the rate of 11.25%.

Staff Analysts: Charlene Lund/Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 09/26/01
Intervention Deadline: N/A

ELECTRIC

EL01-021 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Xcel Energy and Southeastern Electric Cooperative, Inc.

Southeastern Electric Cooperative, Inc. and Xcel Energy jointly request the Commission grant an electric service territory boundary change. The boundary change is requested to allow each utility to provide electric service to the proposed Sunset Ridge Addition, Sioux Falls, SD in a more efficient manner based on the layout of the streets and the lots. The Sunset Ridge Addition is located in the Northeast Quarter and the Southeast Quarter of Section

comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than October 15, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 09/24/01
Initial Comments Due: 10/15/01

TC01-152 In the Matter of the Request of Red River Telecom, Inc. for Certification Regarding Its Use of Federal Universal Service Support.

The purpose of this filing is to provide information constituting Red River Telecom, Inc.'s plan for the use of its federal universal service support and to otherwise verify that Red River Telecom, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Docketed: 09/26/01
Intervention Deadline: 09/27/01

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR) ORDER APPROVING
APPROVAL OF A LOCAL INTERCONNECTION) AGREEMENT
AGREEMENT BETWEEN QWEST)
CORPORATION AND SPRINT) TC01-151
COMMUNICATIONS COMPANY L.P.)

On September 24, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest.

On September 27, 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 October 15, 2001, to do so. No comments were filed.

At its duly noticed November 8, 2001, meeting, the Commission considered whether to approve the agreement between Qwest and Sprint. 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(c)(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 13th day of November, 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:	<u> Allaine Kelle </u>
Date:	<u> 11/13/01 </u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

 James A. Burg
JAMES A. BURG, Chairman

 Pam Nelson
PAM NELSON, Commissioner