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TC04-037

DOCKET NO. TC04-037

In the Matter of IN THE MATTER OF THE FILING BY QWEST CORPORATION FOR APPROVAL OF STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES (FIFTH REVISION)

TC04-037

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/20/04	Filed and Docketed;
2/26/04	Weekly Filing;
3/18/04	Qwest's Motion to Withdraw Updated SGAT and Conditions and Statement of Compliance;
4/19/04	Order Granting Motion to Withdraw Notice of Updated SGAT and Statement of Compliance;
4/19/04	Docket Closed.

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TC04-037

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February 20, 2004

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UTILITIES COMMISSION

Elec. filed 2/20/04

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

RE: Docket Nos. TC00-191 and TC-01-165

Dear Ms. Bonrud:

Please find enclosed for filing the original and three (3) copies of the following:

1. Qwest Corporation's Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance; and
2. Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of South Dakota (Fifth Revision - February 20, 2004) (redlined and clean copies).

Because of the voluminous nature of this filing and pursuant to my secretary's telephone conference with Delaine yesterday, we are only sending three (3) copies.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

Thomas J. Welk

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of Qwest Corporation's Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996

Docket No. TC00-191

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Greenfield, Pashby & Welk, L.L.P., and on the 20th day of February, 2004, true and correct copies of Qwest Corporation's Notice of Updated Statement of Generally Available Terms and Conditions were sent electronically to the following:

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TC04-037

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE ANALYSIS OF QWEST CORPORATION'S COMPLIANCE WITH SECTION 271(c) OF THE TELECOMMUNICATIONS ACT OF 1996	TC 01-165 Elec. Rec'd 2/20/04 QWEST CORPORATION'S NOTICE OF UPDATED STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS AND STATEMENT OF COMPLIANCE

TABLE OF CONTENTS

I. INTRODUCTION 1

II. DISCUSSION 7

A. Changes Resulting from the Triennial Review Order 7

1) Elimination of Unbundling Requirements Upon Satisfaction of Triggers 9

a) Mass Market Switching Triggers and Criteria 10

b) Unbundled Transport Triggers and Criteria 14

c) Unbundled Loop Triggers and Criteria 16

2) SGAT Changes for Specific Unbundled Network Elements addressed by the Triennial Review Order 18

a) Enterprise Switching 21

b) DS3 Loops in Excess of Two DS3 Loops per Customer Location 28

c) OCn Loops 29

d) Copper and Fiber Feeder Subloops 31

e) Hybrid Loops 33

f) Unbundled Dedicated Transport 34

g) Dark Fiber 41

h) Unbundled Signaling 45

i) Call Related Databases 47

j) Packet Switching 52

k) Shared Transport 53

l) Operator Services and Directory Assistance 54

3) General SGAT Changes Resulting from the Triennial Review Order 55

a) New Definitions 55

b) Limitation on CLEC Use of UNEs 56

c) Revised Rules on Commingling of UNEs, Resold Services, and Wholesale Services 57

d) Service Eligibility Requirements for Combinations of UNEs 60

e) Service Eligibility Audits 68

f) Prohibition on Ratcheting of Rates for Commingled Services 71

g) Construction Obligation for UNEs 72

h) Fiber to the Home (FTTH) Loops 74

i) Line Sharing Arrangements 76

j) Line Splitting Arrangements 82

B. Changes Resulting From Consensus Or Other Agreed-Upon Language, Language Carried Forward From Other Proceedings, And Other Miscellaneous Changes. 83

C. Correction of Typographical, Grammatical and Other Non-Substantive Matters. 135

III. CONCLUSION 136

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE ANALYSIS OF QWEST CORPORATION'S COMPLIANCE WITH SECTION 271(c) OF THE TELECOMMUNICATIONS ACT OF 1996	**TC 01-165** **QWEST CORPORATION'S NOTICE OF UPDATED STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS AND STATEMENT OF COMPLIANCE**

I. INTRODUCTION

On November 22, 2000, Qwest filed its original Statement of Generally Available Terms ("SGAT") with the South Dakota Public Utilities Commission ("Commission") pursuant to Section 252(f) of the Telecommunications Act of 1996 ("Act"). Since then, Qwest and competitive local exchange carriers ("CLECs") throughout Qwest's 14-state region have participated in a collaborative process to explore and resolve literally hundreds of issues relating to specific provisions of Qwest's proposed SGAT in connection with Qwest's intent to enter in-region interLATA long distance markets in states throughout Qwest's 14-state region under Section 271 of the Act. This process has included the convening of numerous workshops where the parties have engaged in formal and informal discovery and submitted testimony, comments, and legal briefing -- all of which ultimately led either to consensus or to an order or recommendation of a state commission. By any measure, the process to date has been extremely successful in that the parties have been able to resolve the vast majority of disputed issues. This collaborative process has resulted in four revisions to the South Dakota SGAT prior to the current filing. These revisions were filed on October 25, 2001; May 20, 2002; September 24, 2002; and December 12, 2002. In addition, Exhibit B, which contains the performance indicator descriptions (PIDs), was amended on October 24, 2001; May 20, 2002; September 24, 2002; and

December 12, 2002 (subsequent amendments to the December 12, 2002 filing were filed on October 6, 202 and February 17, 2004). Finally, on October 24, 2001; May 21, 2002; September 24, 2002; and February 18, 2003, Exhibit K, the Performance Assurance Plan, was modified. On December 27, 2002, the FCC approved Qwest's 271 application to offer interLATA long distance services in the state of South Dakota. The FCC's approval of the Qwest application was based to a significant degree on the thoroughness of Qwest's South Dakota SGAT.

The foundation of Qwest's SGAT consists of the various interconnection, resale and unbundling rules adopted by the Federal Communications Commission ("FCC"). Indeed, the primary focus of Qwest, the CLECs, and this Commission during the 271 workshops was to ensure the SGAT properly reflected Qwest's obligations under Section 251 of the Act, as expressed in the FCC's rules, regulations and orders.

On August 21, 2003, the FCC released its long awaited Triennial Review Order ("TRO"). The TRO substantially altered Qwest's obligations under Section 251 of the Act to offer unbundled network elements. Many of these changes require modifications to Qwest's South Dakota SGAT. As a result, Qwest is submitting with this Notice a revised South Dakota that, among other changes, includes revisions necessary to comply with the TRO[1]. These changes include:

1. Revised rules on commingling of Unbundled Network Elements ("UNEs"), resold services, and wholesale services; [2]
2. New service eligibility and audit requirements for UNE combinations;

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1 Also included with this Notice is a South Dakota SGAT (Redlined SGAT) that shows with revision marks each of the proposed changes. In addition, each substantive change in the SGAT is described in this notice, and is footnoted in the Redlined SGAT.

2 *See,* Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Released August 21, 2003 (the "*Triennial Review Order*" or "*TRO*") at ¶¶ 580-584.

3. Prohibition on ratcheting of rates for commingled services; [4]
4. UNE construction obligations; [5]
5. Retirement of copper loops in a Fiber to the Home ("FTTH") overbuild environment; [6]
6. Grandfathering of existing line sharing arrangements;[7]; and
7. Transition plan for new line sharing arrangements entered into during the year following October 2, 2003. [8]

In addition, the TRO found that a number of network elements that had been previously required to be unbundled under Section 251 of the Act are no longer required to be unbundled pursuant to that Section. Such network elements include:

a) OCn loops; [9]

b) Feeder subloops;[10]

c) DS3 Loops in excess of two DS3 loops per customer location; [11]

---

3 *See,* TRO at paras. 590-629.

4 *See,* TRO at footnote 1800.

5 *See,* TRO at ¶ 634.

6 *See,* TRO at ¶¶ 282-283 and 47 CFR § 51.319(a)(3)(iii), 47 CFR §51.325(a)(4), 47 CFR § 51.333(b)-(c) for notice of replacement and retirement of copper Loops and copper Subloops with FTTH.

7 *See,* TRO at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

8 *Id.*

9 *See,* TRO Order at ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

10 *See,* TRO Order at ¶ 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

d) E-UDIT (Extended Unbundled Transport) and E-UDF (Extended Unbundled Dark Fiber) from a Qwest wire center to a CLEC wire center; [12]

e) OCn UDIT (Unbundled Transport); [13]

f) DS3 UDIT in excess of twelve DS3 circuits per route; [14]

g) Unbundled signaling (except in conjunction with unbundled switching and UNE-P); [15]

h) Call related databases, including 8XX, LNP, ICNAM, LIDB and AIN (except in conjunction with unbundled switching and UNE-P); [16]

i) Packet switching; [17]

j) UDIT and UDF (Unbundled Dark Fiber) as a part of a meet-point arrangement; [18]

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11 *See*, TRO at ¶ 324 and 47 CFR 51.319(a)(5)(iii).

12 A Qwest E-UDIT provided unbundled transport from a Qwest switch or serving wire center to a CLEC switch or serving wire center. ¶ 365 of the TRO states, ". . . the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic."

13 ¶ 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

14 ¶ 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

15 *See,* TRO at ¶ 544. *Also See,* 47 CFR § 51.319(d)(2)(i)(A) and (B). Signaling and Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

16 Revised in accordance with TRO at ¶ 556 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

17 Revised in accordance with TRO Order at ¶¶ 540-541 and 47 CFR § 51.319(a)(2)(i) Packet Switching is no longer an Unbundled Network Element under 251(c)(3) of the Act. Currently there are no existing Unbundled Packet Switching services leased by CLECs.

k) Remote Node/Remote Port;[19]

l) SONET add/drop multiplexing; [20]

m) Line sharing (subject to grandfathering and transition rules); [21]

n) FTTH; [22]

o) Operator Services and Directory Assistance except in conjunction with Unbundled Switching and UNE-P when Qwest does not provide customized routing or the equivalent;[23]

p) Unbundled Switching at a DS1 capacity, pursuant to a transition process described in Section 9.11.2.0; [24]

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18 The CLEC-provided facility in a mid-span meet is a CLEC's entrance facility. ¶ 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, paragraph 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

19 Remote Node/Remote Ports have been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

20 SONET add/drop multiplexing has been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

21 *See,* TRO at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

22 *See,* TRO at ¶ 273. *See also*, 47 CFR 519(a)(3)(i) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops). New builds of fiber are not UNEs and Overbuilds are not UNEs if the copper loops are still available to CLEC.

23 *See,* TRO at para. 560.

24 *See* 47 CFR 51.319(d)(3).

q) Unbundled Local Tandem Switching provisioned at the DS1 or above capacity; and[25]

r) Non-copper distribution Subloop unless required to access Qwest owned inside wire at an MTE.[26]

The TRO requires Qwest to engage in negotiations with CLECs to modify existing interconnection agreements to incorporate the TRO's revised unbundling rules. Qwest has already begun such negotiations, using contract language comparable to the language that has been proposed in the attached SGAT. Qwest is hopeful that these negotiations will result in revised or new interconnection agreements without having to resort to arbitrations pursuant to Section 252 of the Act.

In addition to the changes required by the TRO, Qwest has made a number of miscellaneous changes to the South Dakota SGAT. Some changes reflect agreements reached with CLECs in other states in the Qwest region and which Qwest wishes to incorporate into the South Dakota SGAT. Other changes have been reviewed and approved by the Change Management Process for inclusion in SGATs throughout the Qwest region. Finally, Qwest has included changes to correct typographical and grammatical errors, punctuation and spelling, and capitalization of defined terms.

Pursuant to Section 252 of the Act, the South Dakota Commission has several options available to consider the proposed SGAT revisions. First, the Commission may allow this SGAT to go into effect 60 days from the date of this Notice, which will require no further action by the Commission.[27] Under this approach, the Commission will be free to consider these

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25 *See,* 47 CFR 51.319(d)(3).

26 *See,* TRO at ¶ 254.

27 *See,* Section 252(f)(3) of the Act.

revisions after the SGAT goes into effect.[28] Second, the Commission may reject the proposed SGAT, but only if the Commission finds the SGAT does not comply with Sections 252 and 252(d) of the Act.[29]

As a third option, in the event CLECs and Qwest identify one or more common issues in dispute in the ongoing contract negotiations, the Commission may wish to consider a consolidated arbitration proceeding, in which the Commission can resolve the disputed issues by developing common contract language that will apply to both the Qwest SGAT as well as the various Qwest/CLEC interconnection agreements.

II. DISCUSSION

A. Changes Resulting from the Triennial Review Order

The TRO modified the FCC's Section 251 rules for the unbundling of loops, switching, transport, signaling, call related databases, and line sharing. The TRO also modified the general unbundling rules, including those relating to the commingling of unbundled network elements with other services (including resold services and wholesale services), while prohibiting the ratcheting of rates for such combined or commingled services. The FCC also developed new service eligibility criteria applicable to unbundled DS-1 and DS-3 capacity loops and transport. The FCC clarified the obligations of incumbent LECs to make routine network modifications on behalf of CLECs, including rearrangement or splicing of cable; adding a doubler or repeater; adding an equipment or apparatus case; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. The FCC also substantially limited the obligations of incumbent LECs to unbundle loops, when FTTH has been deployed, and established associated obligations regarding the retirement of copper loops.

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28 *See,* Section 252(f)(4) of the Act.

29 *See,* Section 252(f)(2) of the Act.

In addition, the FCC substantially limited the obligations of incumbent LECs to facilitate a CLEC's right to obtain line shared loop facilities, by grandfathering existing arrangements, and limiting a CLEC's right to order new line sharing arrangements to a one year period that ends on October 2, 2004. [30]

The TRO found that while Qwest is no longer obligated to provide certain unbundled network elements at TELRIC rates under Section 251 of the Act, Qwest is still obligated to offer such elements on an unbundled basis pursuant to Section 271 of the Act. As such, these elements are no longer subject to the TELRIC pricing standard of Section 251, but instead can be priced according to the "just and reasonable" standard.[31] As a result, Qwest will offer such services on terms, conditions and prices that are either posted on its website or set out in an applicable tariff. The list of such services includes OCn Loops, [32] DS3 Loops in excess of two DS3 loops per customer location, [33] OCn UDIT, [34] DS3 Unbundled UDIT in excess of twelve DS3 Circuits per CLEC per route, [35] Unbundled Signaling (except in conjunction with

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30 *See,* TRO at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

31 *See,* TRO at ¶ 659.

32 *See,* TRO Order at ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

33 *See,* TRO at ¶ 324 and 47 CFR 51.319(a)(5)(iii).

34 ¶ 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

35 ¶ 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

Unbundled Switching and UNE-P),[36] and Call Related Databases.[37] Exhibit A to the SGAT has been revised to reflect pricing changes resulting from the TRO.

The following sections of this Notice will describe the specific SGAT changes (and related changes to Exhibit A) proposed by Qwest. First, the Notice will review changes to the SGAT made in anticipation of future South Dakota Commission proceedings, as required by the TRO, in which the Commission may reduce Qwest's unbundling obligations for Loops, Switching or Transport upon satisfaction of triggers or other criteria. Second, the Notice will review changes to the SGAT required by the TRO's elimination of unbundling obligations for certain unbundled network elements. Third, the Notice will review SGAT changes prompted by TRO changes to general unbundling obligations. Revisions to Exhibit A related to the TRO will be noted in context with related changes to the SGAT. They are also highlighted in the redlined version of Exhibit A and explained in the "TRO" Roadmap. Fourth, the Notice will review changes to the SGAT necessary to incorporate agreements reached in other states or through the change management process, or changes in Qwest's procedures. Fifth and finally, the Notice will review miscellaneous changes that have been made to the SGAT, including typographical errors, grammatical changes, and capitalization of defined terms.

1) Elimination of Unbundling Requirements Upon Satisfaction of Triggers

In the TRO, the FCC established procedures under which the South Dakota Commission may remove unbundled DS0 switching (on a market specific basis), unbundled

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36 *See,* TRO at ¶ 544. *Also See,* 47 CFR § 51.319(d)(2)(i)(A) and (B). Signaling and Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

37 *See,* TRO at para. 556 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

transport (on a route specific basis), and unbundled loops (on a customer location basis).[38] Qwest has modified Section 9 of the South Dakota SGAT (Unbundled Network Elements) to provide terms and conditions that anticipate such proceedings of the Commission:

> 9.1.1.8 The Parties acknowledge that the Commission may undertake proceedings to determine whether CLECs are impaired without access to certain Unbundled Loops, switching and transport Network Elements. In accordance with Section 9.2.1.3 (Unbundled Loops), Section 9.6.1.5 (Unbundled Dedicated Transport) and Section 9.11.2.0.1 (Unbundled Switching), upon a determination that a particular Network Element is no longer required to be provided on an unbundled basis pursuant to Section 251 of the Act, Qwest shall not be required to provide, and CLEC shall not order, such Network Elements on an unbundled basis, upon the effective date of the Commission determination.

The following three sections of this Notice will review the specific changes to the unbundled switching, unbundled transport and unbundled loop sections of the SGAT necessary to anticipate future proceedings of the South Dakota Commission which may result in the reduction of unbundling obligations for these unbundled network elements.

a) Mass Market Switching Triggers and Criteria

The TRO establishes a formal process by which the South Dakota Commission can consider whether CLECs are impaired without the availability of unbundled switching at the DS0 level (mass market unbundled switching) through the application of specified triggers and criteria.[39] The South Dakota Commission initially engaged, and then Qwest's request halted, a separate nine-month proceeding under the TRO to determine whether CLECs would be impaired if mass market unbundled switching is withdrawn as an unbundled network element. In addition, the FCC anticipates that the South Dakota Commission will conduct an ongoing review of the

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38 *See,* 47 CFR 51.319(e)(2) (Unbundled Transport); 47 CFR 51.319(a)(4)-(6) (Unbundled Loops); and 47 CFR 51.319(d)(2) (Unbundled Switching).

39 *See,* 47 CFR 51.319(d)(2).

unbundled switching triggers and criteria, and that the Commission will complete any future formal reviews within six months of the filing of a petition or other pleading to conduct such a review. If the South Dakota Commission determines, in accordance with the FCC's rules, that CLECs are no longer impaired without access to DS0 unbundled switching in a particular market, Qwest will no longer be required to make such switching available to CLECs on an unbundled basis pursuant to Section 251 of the Act.

As noted, the South Dakota Commission did not complete its initial review of mass market switching. Nevertheless, Qwest has proposed language in its SGAT that anticipates the possibility of a finding in the future by the South Dakota Commission that Qwest may withdraw mass market switching in one or more markets in South Dakota, in a future proceeding. The proposed SGAT language provides that Qwest will maintain on a public website a listing of those markets in South Dakota for which the South Dakota Commission determines that Qwest no longer has an obligation to provide unbundled switching to the mass market. The inclusion of such language in the SGAT has the advantage of avoiding amendments to all interconnection agreements each time the South Dakota Commission determines that CLECs are not impaired without unbundled switching in a specific market. The specific proposed language is as follows:

> 9.11.2.0.1 **Commission Determination of No Impairment for DS0 Capacity Unbundled Local Switching** -- In the event the Commission determines, in accordance with 47 CFR 51.319(d)(2) that requesting Telecommunications Carriers are not impaired without access to Unbundled Switching serving DS0 loops in a specific market, CLEC shall commit to an implementation plan with Qwest for the migration of the embedded DS0 capacity Unbundled Switching End User Customers within two (2) months of the Commission determination. CLEC may no longer obtain access to DS0 capacity Unbundled Switching five (5) months after the Commission's determination. Qwest will maintain on its website a listing for DS0 capacity Unbundled Switching markets in accordance with the Commission's determination. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS0 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the

DS0 or above capacity before the expiration of the Transition Timelines described below.[40]

9.11.2.0.1.1 **Transition Timeline** – CLEC shall submit orders necessary to migrate its Embedded Base of End User Customers off of DS0 Capacity Unbundled Switching in accordance with the following timetables, measured from the day of the Commission determination. For purposes of calculating the number of customers who must be migrated, the "Embedded Base" of End User Customers shall include all End User Customers served five (5) months from the effective date of the Commission determination. [41]

a) **Month 13**: CLEC must submit orders for one-third of its Embedded Base of DS0 Capacity Unbundled Switching End User Customers; [42]

b) **Month 20**: CLEC must submit orders for half of its Embedded Base of DS0 Capacity Unbundled Switching End User Customers; [43]

c) **Month 27**: CLEC must submit orders for all remaining Embedded Base DS0 Capacity Unbundled Switching End User Customers. [44]

9.11.2.0.1.2 **Operational Aspects of the Migration** – CLEC and Qwest shall jointly submit the details of their implementation plans for each market to the Commission within two (2) months of the Commission's determination that requesting Telecommunications Carriers are not impaired without access to local circuit switching on an unbundled basis. CLEC shall also notify the Commission when it has submitted its orders

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40 *See,* 47CFR51.319(d)(2)(iv).

41 *See,* 47CFR51.319(d)(2)(iv)(A).

42 *See,* 47CFR51.319(d)(2)(iv)(A)(1).

43 *See,* 47CFR51.319(d)(2)(iv)(A)(2).

44 *See,* 47CFR51.319(d)(2)(iv)(A)(3).

for migration. Qwest shall notify the Commission when it has completed the migration.[45]

9.23.1.8 To the extent a UNE Combination includes use of a DS0 Capacity Unbundled Switching Network Element, such UNE Combination shall be subject to the Transition Timelines for Unbundled Switching, as described in Section 9.11.2.0.1.[46]

In the UNE Remand Order, the FCC determined that incumbent LECs are not obligated to provide unbundled local switching to CLEC for serving customers with four or more DS0 loops in density zone one of the top fifty MSAs (the "four-line carve-out"). The existing Qwest SGAT has language that generally conforms with the four-line carve out. In the TRO, the FCC retained the four-line carve out on an interim basis, pending state commission consideration of DS-0 unbundled switching generally.[47] The TRO anticipates that state commissions may retain or expand the four-line carve out during the nine month proceeding on unbundled switching.[48]

Qwest has modified Sections 9.11.2.5 and 9.11.2.5.1.1 of the South Dakota SGAT to limit the application of the four-line carve out to four access lines or more "at a given location".

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customers to be served with Unbundled Local Switching has four (4) ~~or more~~ access lines or more at a given location –and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception

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45 *See,* 47CFR51.319(d)(2)(iv)(B).

46 *See,* 47CFR51.319(d)(2)(iv).

47 *See,* 47 CFR 51.319 (d)(3)(ii).

48 *See,* TRO at ¶ 525.

applies to density zone 1 as it was defined by Qwest on January 1, 1999. In the event the Commission modifies this four-line exception, this Agreement shall be modified to conform with the Commission's order(s).

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customers it intends to serve with UNEs have four (4) access lines or more at a given location in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the End User Customer is served by four (4) access lines or more at a given location, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

Finally, Qwest has modified Section 9.11.2.5.1.2 to acknowledge that Qwest has not implemented the four-line carve out in South Dakota at this time:

9.11.2.5.1.2 Qwest has not implemented market-based rates for stand-alone Unbundled Local Switching nor for Unbundled Local Switching as supplied with UNE-P Combinations. Qwest currently offers stand-alone Unbundled Local Switching and UNE-P Combinations in all Qwest geographic locations at TELRIC rates. However, Qwest reserves the right to charge market-based rates for stand-alone Unbundled Local Switching and for Unbundled Local Switching as supplied with UNE-P Combinations as described in Section 9.11.2.5.

b) Unbundled Transport Triggers and Criteria

The TRO establishes a formal process by which the South Dakota Commission can consider whether CLECs are impaired without the availability of unbundled DS1, DS3 or dark fiber transport along specific routes through the application of specified triggers and criteria.[49] The FCC requires the South Dakota Commission to complete an initial review of the triggers and other criteria within nine months of the effective date of the TRO. However, Qwest has decided not to include transport within the scope of the now-terminated nine month TRO proceeding in South Dakota. Nevertheless, the FCC anticipates that the South Dakota Commission will

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49 *See,* 47 CFR 51.319(e)(1)-(4).

conduct an ongoing review of the transport triggers and criteria, and that the Commission will complete any future reviews within six months of the filing of a petition or other pleading to conduct such a review. If the South Dakota Commission determines, in accordance with the FCC's rules, that CLECs are no longer impaired without access to a particular capacity of unbundled transport (i.e., DS1, DS3 or dark fiber) along a particular route, Qwest will no longer be required to make such transport available to CLECs on an unbundled basis pursuant to Section 251 of the Act.***

At this time, Qwest has not requested the Commission to identify any transport routes in South Dakota which would satisfy the relevant TRO triggers and criteria. However, Qwest has proposed language in its SGAT that anticipates the possibility of such a finding by the South Dakota Commission in the future. The proposed SGAT language provides that Qwest will maintain on a public website a listing of those transport routes in South Dakota for which the South Dakota Commission has determined that Qwest no longer has an obligation to provide unbundled transport of a particular capacity. The SGAT language also provides that CLECs shall not order, and Qwest will not provide, unbundled transport of the appropriate capacity at the specified transport routes. The inclusion of such language in the SGAT has the advantage of avoiding amendments to all interconnection agreements each time the South Dakota Commission determines that CLECs are not impaired without unbundled transport of a particular capacity at a specific route. The proposed language is as follows:

> 9.6.1.5 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS3 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS3 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS3 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

9.6.1.6 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS1 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS1 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS1 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

9.7.1.3 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dark fiber transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, dark fiber along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has dark fiber transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service within 90 days of the Commission determination. The 90 day interval may be extended, with the mutual agreement of both Parties.

c) Unbundled Loop Triggers and Criteria

The TRO establishes a formal process by which the South Dakota Commission can consider whether CLECs are impaired without the availability of unbundled DS1, DS3 or dark fiber loops at a particular customer location through the application of specified triggers and criteria.[50] The FCC calls for the South Dakota Commission to complete an initial review of these triggers and criteria within nine months of the effective date of the TRO. However, Qwest has decided to not include loops within the scope of the now-ended nine month TRO proceeding in South Dakota. Nevertheless, the FCC anticipates that the South Dakota Commission will conduct an ongoing review of the loop triggers and criteria, and that the Commission will complete any future reviews within six months of the filing of a petition or other pleading to conduct such a review. If the South Dakota Commission determines, in accordance with the

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50 *See,* 47 CFR 51.319(a)(4)-(7).

FCC's rules, that CLECs are no longer impaired without access to a particular capacity loop (i.e., DS1, DS3 or dark fiber) at a particular customer location, Qwest will no longer be required to make such loops available to CLECs on an unbundled basis pursuant to Section 251 of the Act.

At this time, Qwest has not requested the Commission to identify any customer locations in South Dakota which would satisfy the triggers and criteria. However, Qwest has proposed language in its SGAT that anticipates the possibility of such a finding by the South Dakota Commission in the future. The proposed SGAT language provides that Qwest will maintain on a public website a listing of those customer locations in South Dakota for which the South Dakota Commission has determined that Qwest no longer has an obligation to provide unbundled loops of a particular capacity. The SGAT language also provides that CLECs shall not order, and Qwest will not provide, unbundled loops of the appropriate capacity at the specified customer locations. The inclusion of such language in the SGAT has the advantage of avoiding amendments to all interconnection agreements each time the South Dakota Commission determines that CLECs are not impaired without unbundled loops of a particular capacity at a specific customer location.

> 9.2.1.3 In the event the Commission determines, in accordance with 47 CFR 51.319(a)(4)-(6) that requesting Telecommunications Carriers are not impaired without access to DS1, DS3 or Dark Fiber Loops to a specific End User Customer location, Qwest will not provide, and CLEC shall not submit orders for, DS1, DS3, or Dark Fiber Loops, as appropriate, to such specific End User Customer locations. Qwest will maintain on its website a separate listing for DS1, DS3 and Dark Fiber Loops those End User Customer premises for which the Commission has so found. In the event CLEC has DS1, DS3 or Dark Fiber Loops in service to such a specific End User Customer location that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such Loops in accordance with the Qwest Special Access Tariff.

2) SGAT Changes for Specific Unbundled Network Elements addressed by the Triennial Review Order

In the TRO, the FCC determined that CLECs are not impaired without access to certain unbundled network elements. Thus, incumbent local exchange carriers are no longer obligated to provide these unbundled network elements pursuant to Section 251 of the Act. Qwest has modified its South Dakota SGAT in conformity with the TRO to remove terms and conditions from Section 9 (Unbundled Network Elements) for those network elements that Qwest is no longer obligated to provide pursuant to Section 251 of the Act. Qwest also included language in the introductory portion of Section 9 to list the unbundled network elements that are no longer available on an unbundled basis pursuant to the SGAT:

> 9.1.1.6 On the Effective Date of this Agreement, Qwest is no longer obligated to provide to CLEC certain Network Elements that had formerly been required to be offered pursuant to Section 251 of the Act. These former Network Elements were determined by the FCC to not satisfy the FCC's impairment test. As a result, these former Network Elements are not available pursuant to this Agreement.
>
> a) OCn Loops;[51]
>
> b) Feeder Subloops;[52]
>
> c) DS3 Loops in excess of two (2) DS3 Loops per End User Customer location;[53]

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51 *See*, TRO Order at ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

52 *See*, TRO Order at ¶ 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

53 *See*, TRO at ¶ 324 and 47 CFR 51.319(a)(5)(iii).

d) E-UDIT (Extended Unbundled Dedicated Interoffice Transport) and E-UDF (Extended Unbundled Dark Fiber) from a Qwest Wire Center to a CLEC Wire Center);[54]

e) OCn UDIT; [55]

f) DS3 Unbundled Dedicated Interoffice Transport (UDIT) in excess of twelve (12) DS3 circuits per route; [56]

g) Unbundled Signaling (except in conjunction with Unbundled Switching and UNE-P); [57]

h) Call Related Databases, including 8XX, LNP, ICNAM, LIDB and AIN) except in conjunction with Unbundled Switching and UNE-P; [58]

i) Packet Switching; [59]

j) UDIT and UDF as a part of a Meet-Point arrangement;[60]

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54 A Qwest E-UDIT provided unbundled transport from a Qwest switch or serving wire center to a CLEC switch or serving wire center. ¶ 365 of the TRO states, ". . . the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic."

55 ¶ 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

56 ¶ 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

57 *See,* TRO at ¶ 544. *Also See,* 47 CFR § 51.319(d)(2)(i)(A) and (B). Signaling and Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

58 Revised in accordance with TRO at ¶ 556 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

59 Revised in accordance with TRO Order at ¶¶ 540-541 and 47 CFR § 51.319(a)(2)(i) Packet Switching is no longer an Unbundled Network Element under 251(c)(3) of the Act. Currently there are no existing Unbundled Packet Switching services leased by CLECs.

k) Remote Node/Remote Port;[61]

l) Line Sharing, in accordance with the Grandfathering and Transition Plan described in Section 9.4.1.2;[62]

m) Fiber to the Home, in accordance with Section 9.2.1.2; [63]

n) Operator Services and Directory Assistance except in conjunction with Unbundled Switching and UNE-P when Qwest does not provide customized routing or the equivalent;[64]

o) Unbundled Switching at a DS1 capacity, pursuant to a transition process described in Section 9.11.2.0;[65]

p) Unbundled Local Tandem Switching provisioned at the DS1 or above capacity.[66]

q) SONET add/drop multiplexing;[67] and

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60 The CLEC-provided facility in a mid-span meet is a CLEC's entrance facility. Paragraph 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, ¶ 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

61 Remote Node/Remote Ports have been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

62 *See,* TRO at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

63 *See,* TRO Order at ¶¶ 273, 277 and 47 CFR § 51.319(a)(3) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops). New builds of fiber are not UNEs and Overbuilds are not UNEs if the copper loops are still available to CLEC.

64 *See,* 47 CFR 51.319(d)(4)(ii).

65 *See,* 47 CFR 51.319(d)(3).

66 *See,* 47 CFR 51.319(d)(3).

r) Non-copper distribution Subloop unless required to access Qwest owned inside wire at an MTE. [68]

Qwest has also added a new Section 9.1.1.7 to the South Dakota SGAT to address the situation where a CLEC adopting the SGAT as a new interconnection agreement has obtained unbundled network elements under a pre-existing interconnection agreement, and such elements are no longer required to be provided as Section 251 unbundled network elements. Qwest proposes to begin billing for such services in accordance with terms and conditions described on Qwest's website (or in accordance with the applicable tariff) on the effective date of the CLEC's new SGAT-based interconnection agreement:

9.1.1.7 If, on the Effective Date of this Agreement, Qwest is providing to CLEC, pursuant to orders placed in accordance with a preceding Interconnection Agreement, any of the Network Elements described in Section 9.1.1.6 above for which an independent unbundling obligation exists under Section 271 of the Act, absent an agreement to the contrary, Qwest shall bill for such services in accordance with prices and terms that will be described on Qwest's website or applicable Tariff. Such Billing shall commence on the Effective Date of this Agreement.

a) Enterprise Switching

The TRO establishes a presumption that CLECs are not impaired without access to unbundled switching to the enterprise market (i.e., DS1 unbundled switching). The TRO afforded CLECs an opportunity to challenge this presumption in a 90 day proceeding before the

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67 SONET add/drop multiplexing has been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

68 ¶ 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities." *See also*, footnote 631 of the TRO which defines OCn as an optical interface designed to work with SONET.

South Dakota Commission.[69] Because no party challenged this presumption in South Dakota, Qwest will no longer be required to offer DS1 unbundled switching pursuant to Section 251 of the Act after December 31, 2003 (i.e., 90 days after the effective date of the TRO). Qwest is required to negotiate with CLECs to develop a transition plan for any embedded DS1 level unbundled switching during the subsequent 90 day period. Qwest has incorporated language compliant with these requirements into its South Dakota SGAT.

> 9.11.2.0 **Transition for DS1 Capacity Unbundled Local Switching** -- Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates that are on or before April 1, 2004, or within ninety (90) Days of the Effective Date of this Agreement, whichever is later. If CLEC does not submit LSRs to convert or disconnect its Unbundled Local Switching services at the DS1 and above capacity with Due Dates on or before April 1, 2004, Qwest will process orders on or after April 1, 2004, to disconnect such services and will bill CLEC for such services through April 1, 2004. "Unbundled Local Switching at the DS1 or above capacity" as used in this Section refers to: a) DS1 trunk Port (including local message); b) PRI ISDN trunk Port; c) DS3 trunk Port (including local message); d) GR-303 interface service; and e) OCn trunk Port (including local message).[70]

Section 9.11.4 of Exhibit A has been modified to remove prices associated with DS1 unbundled switching.

Because orders for new unbundled switching network elements at a DS-1 Capacity will no longer be offered by Qwest pursuant to the SGAT, Section 9.23.3.4 will be removed. That section describes the combination of DS-1 capacity switching and unbundled DS-1 Loops (i.e., UNE-P at a DS-1 Level):

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69 *See*, 47 CFR 51.319(d)(3).

70 *See*, 47 CFR 51.319(d)(3).

9.23.3.4 ~~"UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement~~Intentionally Left Blank.

Similarly, Section 9.23.3.5 has been modified to retain Basic Rate ISDN UNE-P (i.e., DS-0 level UNE-P) but to delete Primary Rate ISDN UNE-P (DS-1 level UNE-P). Prices applicable to DS-1 level UNE-P have been deleted from Sections 9.23.3.5, 9.23.3.6, and 9.23.3.7 of Exhibit A. In addition, Qwest is replacing the term "BRI Line Side Port" with "Digital Line Side Port (Supporting BRI ISDN)" for clarity, and pursuant to an agreement with AT&T in ongoing interconnection agreement negotiations.

9.23.3.5 ~~"~~UNE-P-ISDN~~"~~: ~~—~~ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There is~~are~~ one~~two~~ (1) types of UNE-P-ISDN:

a) Basic rate (UNE-P-ISDN-BRI) – UNE-P-ISDN-BRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port (Supporting BRI ISDN), ~~BRI Line Side Port~~ and Shared Transport;. ~~and~~

b) . . . ~~Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.~~Intentionally Left Blank.

Qwest has also removed other sections of the SGAT that provided terms for DS1 capacity unbundled switching. Those sections are

9.11.1.1.2 ~~Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 Remote Terminal under the following conditions:~~Intentionally Left Blank.

9.11.1.1.2.1 ~~The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.~~Intentionally Left Blank.

9.11.1.1.2.2 ~~The transport between the Qwest Switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the Demarcation Point will be at a physical cross connect point at the RT. If transport is provided by CLEC, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.~~Intentionally Left Blank.

9.11.1.1.2.3 ~~Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.~~Intentionally Left Blank.

9.11.1.1.2.4 ~~The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.~~Intentionally Left Blank.

9.11.1.1.2.5 ~~All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).~~Intentionally Left Blank.

9.11.1.1.2.6 ~~GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.~~Intentionally Left Blank.

9.11.1.1.2.7 Intentionally Left Blank.~~While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.~~

9.11.1.1.2.8 Intentionally Left Blank.~~The Parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.~~

9.11.1.1.2.9 Intentionally Left Blank.~~This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.~~

9.11.1.5 Trunk ~~p~~Ports include but are not limited to:

a) Intentionally Left Blank.~~DS1 Trunk Port (including Local Message);~~

b) Intentionally Left Blank.~~PRI ISDN Trunk Port;~~

c) DID/PBX Trunk Port.~~;~~

d) Intentionally Left Blank.~~DS3 Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement; and~~

e) Intentionally Left Blank.~~OCN Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement.~~

9.11.1.10 Digital Trunk Ports

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

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

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

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

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

9.11.1.11.1.2 Intentionally Left Blank.~~PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN-equipped Qwest Central Office.~~

9.11.1.11.1.3 Intentionally Left Blank.~~The PRI Central Office t~~Trunk Port is a DS1 which provides twenty-four (24) 64kbps channels. This product is dedicated call type of PRI with C~~c~~ustom protocol, up to twenty-three (23) of the channels may be used as 64kbps B-channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or C~~c~~ircuit S~~s~~witched D~~d~~ata (only).~~

9.11.1.11.1.4 Intentionally Left Blank~~Reserved for Future Use~~.

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

9.11.1.11.1.7 Intentionally Left Blank.~~The 23B+D Trunk Port configuration provides Ports for 23B channels and 1 D channel.~~

9.11.1.11.1.8 Intentionally Left Blank.~~The 24 B Trunk Port configuration provides twenty four (24) B channels on a DS1 Port. The signaling information is provided by the D channel on the first D channel Port.~~

9.11.1.11.1.9 Intentionally Left Blank.~~The 23B Backup D Trunk Port configuration provides twenty three (23) B channels and a backup D channel Port is used if the primary D channel Port fails.~~

Qwest intends to offer, on a stand-alone basis, a DS1-level unbundled switching element pursuant to Section 271 of the Act. Such service will be offered in conformity with Section 201 of the Act, at just and reasonable rates. Because the FCC has found that it has jurisdiction over such unbundled network elements offered pursuant to Section 271 of the Act, Qwest has not included terms, conditions or prices for such DS1 unbundled switching in the South Dakota SGAT. Instead, Qwest will offer such unbundled switching pursuant to generally available terms, conditions and prices that will be publicly posted on a Qwest website or set out in an applicable tariff.

Qwest has also removed unbundled tandem switching at the DS-1 level from the SGAT, consistent with the removal of DS-1 local switching.[71] CLECs may still obtain unbundled tandem switching at the DS-0 level through the Special Request Process ("SRP"). Qwest has modified Section 9.10 (Unbundled Tandem Switching) accordingly, and has removed

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71 *See*, 47 CFR 51.319(d)(3).

from the SGAT the remaining portions of Section 9.10 which pertained to DS-1 level tandem switching.[72]

> 9.10 Upon the Effective Date of this Agreement, unbundled local Tandem Switching provisioned at the DS1 or above capacity is no longer available as an Unbundled Network Element. Qwest shall provide access to local Tandem Switching in a non-discriminatory manner. Qwest shall provide access to local Tandem Switching at the DS0 level pursuant to the SRP process~~Qwest shall provide access to local tandem switching in a non-discriminatory manner according to the following terms and conditions~~.

Prices applicable to local tandem switching are deleted from Exhibit A, Section 9.19.

b) DS3 Loops in Excess of Two DS3 Loops per Customer Location

In the TRO, the FCC limited Qwest's obligation with respect to DS3 loops to providing a maximum of two DS3 loops per CLEC to any single customer location.[73] The FCC found that it is economically possible for a CLEC to self-deploy its own facilities in the case of three or more DS3 loops connected to particular end user location. Qwest has included the following new section that conforms with this finding of the FCC:

> 9.2.1.4 Where Unbundled Loops at a DS3 capacity are available, Qwest is not required to provide, and CLEC shall not submit orders for, more than two (2) Unbundled Loops at a DS3 capacity for any single End User Customer location.

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72 The following subsections have been removed from Section 9.10 – Local Tandem Switching – 9.10.1.1; 9.10.1.2; 9.10.2.1; 9.10.2.2; 9.10.3.1; 9.10.3.2; 9.10.4.1 and 9.10.5.1.

73 *See*, TRO at ¶ 324 and 47 CFR 51.319(a)(5)(iii).

c) OCn Loops

In the TRO, the FCC found that CLECs are not impaired without access to unbundled "lit" OCn loops because the barriers relating to the deployment of OCn "lit" loops can be overcome through self-deployment at the OC3 and above level, the use of unbundled dark fiber, or the use of "lit" DS3s.[74] Qwest has removed OCn unbundled loops from the South Dakota SGAT in conformity with the FCC's rules, by modifying Sections 9.2.1, 9.2.2.3.1, 9.2.3.3, 9.2.3.3.1, 9.23.3.7, 9.23.3.9.1, 9.23.3.9.2 as follows:

> 9.2.1 The ~~Local Loop Network Element~~Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in ~~an incumbent LEC~~ Qwest Central Office and the Loop Demarcation Point at an ~~e~~End ~~u~~User Customer's premises. The ~~Local Loop Network Element~~Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The ~~Local~~Unbundled Loop includes~~, but is not limited to,~~ DS0, DS1, and DS3~~, fiber, and other high capacity~~ Loops. Qwest will not provide Unbundled OCn Loops or features and functionalities of OCn Loops.[75]
>
> 9.2.2.3.1 ~~Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops.~~ With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber~~ and high capacity~~ Loops to CLEC~~(s)~~ where facilities are available and existing on an ICB basis. Qwest will provision fiber~~ and other high capacity~~ Loops in a non-discriminatory manner, using the same facility~~ies~~ assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber~~ and other high capacity~~ Loops provided under this Section. Qwest shall allow CLEC to access these fiber~~high capacity~~ Loops at accessible terminals including ~~DSXs,~~ FDPs or equivalent in the Central Office, End User

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74 *See*, TRO Order at ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

75 The change from "Local Loop Network Element" to "Unbundled Loop" is to conform with the definitions section (Section 4) of the SGAT. The definitions Section relies on this Section 9.2.1 for the definition of an "Unbundled Loop" (See Section 4, "Loop or Unbundled Loop"). As a result, this section 9.2.1 has been modified to use the term "Unbundled Loop" for clarity.

Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber ~~and other high capacity~~ Loops provided under this Section as set forth in Exhibit A.

9.2.3.3 DS1 and DS3 Capable Loop, ~~OC3, OC12, OC48, OC192,~~ Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop~~, OCn~~ Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through DS3~~OC-192 or other existing~~ bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from Private Line/Special Access or as new installation, subject to Section 9.1.1.5~~In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL Conversion" (EEL-C) and "EEL Provision" (EEL-P)~~.

9.23.3.9.1 EEL Loop~~ink~~. The EEL Loop~~ink~~ is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop~~ink~~ is available in DS0, DS1 and DS3 ~~and higher~~ bandwidths ~~as they become available~~. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3~~, OC3, OC12 and higher~~ bandwidths ~~as they become available~~. Recurring ~~and nonrecurring~~ charges apply.

9.23.3.9.3 EEL Multiplexing. EEL ~~m~~Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. ~~All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport.~~ Recurring and nonrecurring charges set forth in Exhibit A apply.

Qwest has revised Exhibit A of the SGAT to delete prices applicable to OCn loops from Sections 9.2.3.5 and 9.2.7 and prices applicable to OCN-based EEL transport from Section 9.23.10.

d) Copper and Fiber Feeder Subloops

In the TRO, the FCC found that CLECs are not impaired without unbundled access to copper and fiber feeder loop plant.[76] Qwest has therefore removed from the South Dakota SGAT terms and conditions that provided unbundled access to copper and fiber feeder subloops:

> 9.3.1.1 An Unbundled Subloop is defined as the distribution~~any~~ portion of a~~the~~ copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is ~~t~~Technically ~~f~~Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, ~~n~~Network ~~i~~Interface ~~d~~Device, minimum point of entry, single point of Interconnection~~, main distribution frame~~, ~~r~~Remote ~~t~~Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Dark ~~f~~Fiber Subloop which is addressed in Section 9.7.
>
> 9.3.1.2 Standard Subloops available.
>
> a) Two-Wire/Four Wire Unbundled Distribution Loop
>
> b) ~~DS1 Capable Unbundled Feeder Loop~~Intentionally Left Blank.

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76 *See,* TRO Order at ¶ 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

9.3.2.2 ~~Feeder Loops~~Intentionally Left Blank.

9.3.2.2.1 ~~DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.~~Intentionally Left Blank.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the ~~appropriate outside plant structure or~~ End User Customers premises.

The FCC also clarified its rules that collocation is not required to gain access to subloops in a multi-tenant environment (MTE).[77] While Qwest did not require collocation for such access, Qwest has reworded the SGAT to make this requirement more clear:

9.3.3.1 Access to Distribution Loops or ~~i~~Intrabuilding ~~c~~Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. ~~Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.~~ Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross Connect Collocation if required at or near an MTE.

The FCC also found that incumbent LECs are not required to construct a Single Point of Interface (SPOI) where the incumbent does not have subloop facilities to a MTE.[78] Qwest has modified the South Dakota SGAT in accordance with this finding:

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77 *See,* TRO at ¶ 350.

78 *See*, TRO at footnote 1058.

9.3.3.7 ". . . Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

e) Hybrid Loops

In its TRO, the FCC established new rules surrounding Hybrid Loops, which the FCC defined as an unbundled loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.[79] Qwest has included these new rules in its South Dakota SGAT:

9.2.1.5 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.[80]

9.2.1.5.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide unbundled access to the Packet Switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an End User Customers' copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit Switch or multiple circuit Switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.[81]

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79 *See,* 47 CFR 51.319(a)(2).

80 *See,* 47 CFR 51.319(a)(2).

81 *See,* 47 CFR 51.319(a)(2)(i).

9.2.1.5.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information. [82]

9.2.1.5.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either: [83]

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or[84]

b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis. [85]

f) Unbundled Dedicated Transport

Section 9.6 of the SGAT sets out the terms and conditions relating to Unbundled Dedicated Transport. The FCC, in the TRO, made several modifications to the rules which govern Qwest's obligations to provide CLECs access to unbundled dedicated transport. In particular, the FCC narrowed the definition of unbundled dedicated transport to include only

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82 *See,* 47 CFR 51.319(a)(2)(ii).

83 *See,* 47 CFR 51.319(a)(2)(iii).

84 *See,* 47 CFR 51.319(a)(2)(iii)(A).

85 *See,* 47 CFR 51.319(a)(2)(iii)(B).

transport between Qwest wire centers and switches (excluding transport from a Qwest wire center or switch to a CLEC wire center or switch) – thus eliminating the requirement to offer E-UDIT (Extended Unbundled Dedicated Transport) pursuant to Section 251 of the Act.[86] The FCC also eliminated the obligation to provide unbundled dedicated transport at bandwidths greater than DS-3, thus eliminating the obligation to provide unbundled transport at OCn capacity pursuant to Section 251 of the Act. Finally, the FCC eliminated the requirement to provide a CLEC with unbundled Section 251 access to more than twelve DS-3 unbundled dedicated transport circuits on a single route.[87]

In Section 9.6 (relating to Unbundled Dedicated Transport), Qwest has added language describing the forms of unbundled dedicated transport that are no longer available pursuant to the SGAT:

> 9.6 Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions. The following transport services are not available under the terms of this Agreement:
>
> a) Extended Unbundled Dedicated Interoffice Transport (EUDIT);[88]
>
> b) OCn UDIT;[89]

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86 A Qwest E-UDIT provided unbundled transport from a Qwest switch or serving wire center to a CLEC switch or serving wire center. ¶ 365 of the TRO states, ". . . the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic."

87 ¶ 388 of the TRO states, ". . . we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

88 A Qwest E-UDIT provided unbundled transport from a Qwest switch or serving wire center to a CLEC switch or serving wire center. ¶ 365 of the TRO states, ". . . the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic."

89 ¶ 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

c) More than twelve (12) DS3 UDIT per route;[90]

d) UDIT as a part of a Meet-Point;[91]

e) Remote Node/Remote Port;[92]

f) SONET add/drop multiplexing;[93] or

g) UDIT on routes where the Commission has found no CLEC impairment.[94]

The next three sections of this Notice will review additional changes proposed to the Qwest SGAT necessary to remove terms and conditions for the following unbundled network elements: 1) unbundled transport from a Qwest wire center to a CLEC wire center (i.e., E-UDIT); 2) OCn and SONET Transport; and 3) More than twelve DS-3 circuits on a given route for a single CLEC.

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90 ¶ 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

91 The CLEC-provided facility in a mid-span meet is a CLEC's entrance facility. ¶ 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, ¶ 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

92 Remote Node/Remote Ports have been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

93 SONET add/drop multiplexing has been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

94 FCC TRO ¶ 359 of the TRO states, "We find on a national level that requesting carriers are impaired without access to unbundled DS1 (and DS3 transport) subject to (both) a granular route-based review by the states to identify available wholesale facilities (and to identify where transport facilities can be deployed)."

i. E-UDIT (Unbundled Transport from a Qwest Wire Center to a CLEC Wire Center)

In the TRO, the FCC limited the scope of Qwest's obligation to provide transport on an unbundled basis. Previously, the FCC had defined unbundled transport as:

> . . . incumbent LEC transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by incumbent LECs ***or requesting telecommunications carriers,*** or between switches owned by incumbent LECs ***or requesting telecommunications carriers***.

In the TRO, the FCC concluded that its previous definition was overly broad. Specifically, the FCC found that the Act does not require incumbent LECs to provide unbundled transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic.[95] In addition, the FCC found that unbundled dedicated transport includes only those "features, functions, and capabilities" of equipment and facilities that coincide with the incumbent LEC's transport network – the transmission links connecting incumbent LEC switches or wire centers. [96] Thus, Qwest is no longer subject to a section 251 unbundling obligation with respect to E-UDIT, which provided unbundled transport from a Qwest wire center to a CLEC wire center. Qwest has removed terms and conditions that provided E-UDIT from the South Dakota SGAT in conformity with the FCC's rules.

> 9.1.1.3.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling. [97]

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95 *See*, TRO at ¶ 365.

96 *See*, TRO at ¶ 366.

97 The TRO eliminated Qwest's obligation to provide, as an unbundled network element, connections from Qwest's central office or wire center to a CLEC's wire center (i.e., EUDIT). Since Entrance Facilities obtained for the purposes of Interconnection are provide connections from Qwest central office or wire center to a CLEC's wire center, and are priced at TELRIC

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest ~~e~~End ~~o~~Office ~~s~~Switches, Serving Wire Centers or ~~t~~Tandem ~~s~~Switches in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. ~~Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area.~~ UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. ~~Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Iinterconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat rated, bandwidth specific interoffice transmission path. EUDIT and~~ UDIT is~~are~~ available in DS0 through DS3~~OC 192~~ bandwidths ~~and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC 48 are defined products. Higher bandwidths can be ordered using the Special Request Process~~. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.[98]

9.6.2.4 ~~CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2~~Intentionally Left Blank.

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

9.6.2.6 ~~At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow~~

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rates, they may not be used to circumvent the FCC's elimination of EUDIT. See TRO at para. 356.

98 *See*, TRO Order at ¶ 359.

~~termination of an UDIT on the electronics to permit UDIT to have the full features and functionalities of the electronics~~Intentionally Left Blank.

9.6.2.7 ~~EUDIT cannot traverse a Qwest Wire Center~~Intentionally Left Blank.

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT~~ or EUDIT~~ terminations on CLEC's Demarcation Point or to change UDIT~~ or EUDIT~~ options. These rearrangements are available through a single ~~office~~Wire Center or dual ~~office~~Wire Center request. Single ~~office~~Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual ~~office~~Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs~~ or EUDITs~~.

9.7.3.3.3 Termination at Qwest Wire Center or~~,~~ End-~~ u~~User Customer ~~P~~premises~~ or CLEC Wire Center~~: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF~~ IOF, UDF Loop going to an~~ terminations at a Qwest Wire Center or ~~e~~End ~~u~~User Customer premises~~, or E-UDF going to a CLEC Wire Center~~, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

Other Sections of the SGAT that have been deleted as a result of the elimination of the E-UDIT unbundling obligation include Sections 9.6.3.1(c) and (e) and 9.6.3.2 (c) and (e) which had described rate elements for EUDIT. The rate elements have also been deleted from Exhibit A, Section 9.6.9.

ii. OCn Transport

The FCC had originally required Qwest to unbundle transport facilities up through OC192 and such higher capacities that evolve over time. In the TRO, the FCC concluded that dark fiber and multiple DS3 circuits provide reasonable substitutes for OCn interface circuits at

these capacities and find that requesting carriers are not impaired without OCn or SONET interface transport.[99] Thus, Qwest is no longer obligated to provide UDIT at OCn or SONET capacities. In conformity with the FCC's rules, Qwest has removed terms and conditions that provided OCn or SONET Unbundled Dedicated Interoffice Transport (UDIT) from the South Dakota SGAT:

> 9.6.1.2 ". . . ~~SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.~~
>
> 9.6.1.3 ~~In conjunction with a UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver 3 DS3s or 84 DS1s; at OC12 a payload of 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of 4 OC12s or 16 OC3s or 48 DS3s~~Intentionally Left Blank.

Other Sections deleted include Sections 9.6.3.4, 9.6.3.5, and 9.6.3.10, which described the rate elements associated with unbundled dedicated transport at OCn and SONET capacity. Exhibit A has also been revised to eliminate the associated rate elements from Sections 9.6.4, 9.6.5 and 9.6.6.

iii. DS3 Unbundled Transport in Excess of Twelve DS3 Circuits per CLEC Per Route

The FCC found that as a CLEC develops traffic along a route consisting of multiple DS3s worth of capacity, it can overcome barriers to entry, including sunk costs and economies of scale such that it can prepare to self-deploy transmission facilities or optronic equipment or activate dark fiber. As a result, the FCC established a maximum of 12 unbundled DS3 transport

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99 *See,* TRO at ~~para.~~¶ 389.

circuits that a CLEC or its affiliates may obtain along a single route.[100] Qwest has modified the South Dakota SGAT in conformity with the FCC's rules.

> 9.6.1.4 Where unbundled DS3 is available as a UNE, Qwest is not required to provide, and CLEC shall not submit orders for, more than twelve (12) DS3 UDIT channels on a specific Wire Center to Wire Center route for which unbundled DS3 UDIT is available as an Unbundled Network Element.

g) Dark Fiber

The Qwest SGAT, in Section 9.7, provides CLECs with unbundled dark fiber ("UDF") in two distinct forms: (1) UDF Interoffice Facility (UDF-IOF), which constitutes a deployed route between two Qwest Wire Centers; and (2) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an End User Customer premises. As such, UDF is subject to the FCC's revised rules governing both unbundled dedicated interoffice transport and unbundled loops.

Section 9.7.1.1 has been modified in conformity with the TRO's redefinition of dedicated interoffice transport to exclude transport to a CLEC's wire center. [101]

> 9.7.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit strand or ~~strandspair~~ of fiber ~~optic cable or strands~~ that connects two (2) points within Qwest's network within the same LATA and state. ~~UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state.~~ UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two (2) Qwest Wire Centers; ~~and~~ (b) UDF-Loop, which constitutes a deployed Loop ~~or section of a deployed Loop~~ between a Qwest Wire Center and an End User Customer premises; and (c) UDF MTE Subloop that begins at or near an MTE to provide access to MTE

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100 *See,* TRO at ¶ 388 and 47 CFR 51.319(e)(2)(iii).

101 *See,* TRO at ¶ 365 which redefines transport to only include transport between Qwest offices.

premises wiring; ~~and (c) Extended UDF (E UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center~~. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.

Section 9.7.1.2 has also been added to the SGAT in conformity with the TRO's redefinition of dedicated interoffice transport to exclude transport to a CLEC's wire center. [102]

9.7.1.2 Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF). Qwest account representatives will work with CLEC on a plan to convert any existing E-UDF to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free ASRs to convert or disconnect any existing E-UDF with Due Dates within ninety (90) Days of the Effective Date of this Agreement. This deadline may be extended, with the mutual agreement of both Parties.

Qwest has modified Section 9.7.2.2.2 and its subsections to reflect that Qwest is no longer required to provide unbundled feeder subloops, or dedicated interoffice transport to a CLEC's wire center (i.e., E-UDF).[103] Additional terms for access to UDF subloops have been added.

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102 *See,* TRO at para. 365 which redefines transport to only include transport between Qwest offices.

103 *See,* TRO at paras. 253 and 365.

9.7.2.2.2 Splice cases (except those that are buried without specific identification of location and are not readily accessible without excavation) are necessary to provide access to UDF MTE subloops. CLEC can submit an FVQP for Qwest to open any splice box and create a network Demarcation Point for access to existing Dark Fiber strands. If Qwest deems it is technically infeasible, including evaluations of space limitations, to provide CLEC access at the requested splice box, Qwest will provide CLEC with a written notification of the reasons why such access is not Technically Feasible. If Qwest and CLEC are unable to reach agreement on Technical Feasibility, the Parties may enter Dispute Resolution under this Agreement.~~Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF Loop and E UDF, subject to the following conditions:~~

Qwest modified the first sentence of Section 9.7.2.4, and deleted the second sentence to clarify that unbundled dark fiber is available in one or two strands capacity. The next to last sentence has been deleted in conformance with the redefinition of transport per TRO. [104]

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or two (2) strands (by the pair). ~~In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand.~~ CLEC may obtain up to twenty~~-~~five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. ~~Efficient use of E UDF is defined as providing a minimum of OC-3 termination on each fiber pair.~~ CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

Qwest deleted Section 9.7.2.9 in recognition of the new Service Eligibility Criteria in Section 9.1.1.5, which apply to all DS-1, DS-3 and dark fiber unbundled elements throughout Section 9. [105]

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104 *See,* TRO at ¶ 365.

105 *See,* TRO at ¶ 365.

9.7.2.9 ~~CLEC shall not use UDF that is part of Loop transport combination, as a substitute for special or Switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its eEnd uUser Customers over the UDF as set forth by the FCC (See 9.23.3.7.2)~~Intentionally Left Blank.

Qwest modified Sections 9.7.2.12, 9.7.3.1, and 9.7.3.3 in recognition of the redefinition of unbundled transport that eliminates Qwest's obligation to provide E-UDF.[106] For the same reason, Sections 9.7.2.17.3, 9.7.3.3.3, 9.7.5.2.3, 9.7.2.17.3 and 9.7.2.20 have been deleted:

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to sSection 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of ~~either~~ the UDF-Loop ~~or the E-UDF unless Loop and transport combinations are ordered~~. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop ~~or E-UDF~~ with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate ~~Central Offices~~Wire Centers within a UDF or at ~~Central Offices~~Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate ~~Central Offices~~Wire Centers.

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two (2) requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an eEnd uUser Customer premises~~, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center~~.

9.7.3.3 Based on the CLEC request, (UDF-Loop~~,~~ or UDF-IOF ~~or E-UDF~~), there are two (2) possible termination scenarios.

9.7.3.3.3 Termination at Qwest Wire Center or~~,~~ End-_uUser Customer ~~P~~premises ~~or CLEC Wire Center~~: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF ~~IOF, UDF Loop going to an~~ terminations at a Qwest Wire Center or eEnd uUser Customer premises~~, or E-UDF going to a~~

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106 *See,* TRO at ¶ 365.

~~CLEC Wire Center~~, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

Pricing applicable to E-UDF has also been deleted from Exhibit A, Section 9.7.7.

Qwest modified Section 9.7.2.15 in recognition of the TRO's finding that collocation is not required to access intrabuilding cable subloops. [107]

9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises.~~The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.~~

h) Unbundled Signaling

With one exception, the FCC found that there are sufficient alternatives in the market available to incumbent LEC signaling networks, and that CLECs are therefore no longer impaired without unbundled access to such signaling networks. The one exception is that incumbent LECs are still required to provide CLECs with access to unbundled signaling in association with unbundled switching and UNE-P. [108] In conformity with the FCC's rules, Qwest has modified the South Dakota SGAT to remove unbundled signaling as a stand-alone unbundled network element. The associated prices have also been deleted from Exhibit A,

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107 *See,* TRO at ¶ 350.

108 *See,* TRO at ¶ 544. *Also See,* 47 CFR § 51.319(d)(2)(i)(A) and (B). Signaling and Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

Section 9.11. The SGAT still provides for unbundled access to unbundled signaling in association with unbundled switching and UNE-P.

9.11.2.2 Local Switch ~~p~~Ports include CLEC use of Qwest's signaling network for traffic originated from the Line Side switching Port, including the use of Qwest's call-related databases, other than Operational Support Systems, that are used for Billing and collection, or the transmission, routing, or other provision of a Telecommunications service. To the extent that a local circuit Switch is required to be unbundled and is used by CLEC, Qwest will provide Qwest's Service Control Points in the same manner, and via the same signaling links, as Qwest uses such Service Control Points and signaling links to provide service to its End User Customers from that Switch. Qwest's call related databases include the Enhanced 911 Database, Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC may also use Qwest's Service Management Systems associated with the call-related databases, including access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. CLEC access to the Qwest signaling network and call-related databases shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

9.13.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. ~~The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17.~~ Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages associated with End User Customers served from unbundled switching and UNE-P to other~~between its~~ s~~S~~witches and Qwest's s~~S~~witches, ~~and between CLEC's Switches~~ and those third party networks with which Qwest's signaling network is connected. ~~Qwest will offer unbundled access to its signaling network to CLECs that request signaling as an Unbundled Network Element or as part of a UNE combination. CLEC may access Qwest's signaling network from a CLEC Switch via unbundled signaling and unbundled signaling transport elements between CLEC's Switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its Switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs.~~Access to Qwest's signaling network for

purposes of Interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7.

With the exception of Section 9.13.1.2, Qwest also removed all of the subsequent subsections in Section 9.13 (Unbundled Signaling).[109]

i) Call Related Databases

With one exception, the FCC found that there are sufficient alternatives in the market available to incumbent LEC call related databases, such as ICNAM, LIDB, AIN, 8XX, and LNP, and that CLECs are no longer impaired without access to such call related databases. The one exception is that incumbent LECs are still required to provide CLECs with access to call related databases on an unbundled basis in association with unbundled switching and UNE-P.[110] In conformity with the FCC's rules, Qwest has modified the South Dakota SGAT to remove unbundled call related databases as stand-alone unbundled network elements. The SGAT still provides for unbundled access to call related databases in association with unbundled switching and UNE-P.

9.14 AIN databases~~services~~ are used~~offered and available~~ as an enhancement to the~~CLEC's~~ SS7 capable network structure and operation of AIN Version 0.1 capable sSwitches. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to its AIN databases on an unbundled basis, to the extent that CLEC is using an unbundled local circuit Switch as required by the Commission as addressed in Section 9.11.2.2. For CLEC using its own Switch, effective with this Agreement, Qwest's AIN databases are no longer Unbundled

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109 The following subsections were removed from Section 9.13 – Unbundled Signaling: Sections 9.13.1.3; 9.13.2.1; 9.13.2.2; 9.13.2.3; 9.13.2.3.1; 9.13.2.3.2; 9.13.2.3.3; 9.13.2.4; 9.13.2.4.1-9.13.2.4.6; 9.13.3; 9.13.3.1; 9.13.3.2;9.13.3.2.1-9.13.2.4; 9.13.4.1-9.13.4.3; and 9.13.5.

110 *See*, TRO at ¶ 556 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement..

Network Elements. Qwest provides CLEC access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services, as described below.

9.15.1.1 Description ~~– LIDB Storage~~

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for validation of calling cards ~~validation~~, fraud prevention, Billing or service restrictions including bill to third party and collect call restrictions, and the sub-account information to be included on the call's Billing record. LIDB is also used with certain End Office Switch features to provide the caller identification. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's Line Information Database (LIDB) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2.

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

9.15.1.2 Terms and Conditions ~~– LIDB Storage~~

9.15.1.2.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' line records into the LIDB from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information. ~~CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.~~

9.15.1.3 Rate Elements ~~– LIDB Storage~~

There is no charge for the storage of CLEC's End User Customers' information in LIDB. ~~LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time nonrecurring fee may be charged for the initial load of CLEC's data into LIDB.~~

9.15.1.4 ~~Ordering – LIDB Storage~~Intentionally Left Blank. [111]

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

In addition to the above changes, Qwest also proposes the deletion of Section 9.15.2, 9.15.3 and its various subsections. These sections provided for a LIDB Per Query service that applied uniquely to a CLEC with its own switch, who purchased LIDB as a standalone, unbundled network element. These Sections are no longer applicable when LIDB is provided exclusively in association with unbundled switching and UNE-P.

Section 9.16 – 8XX Database Query Service has been modified consistent with the TRO, to provide CLECs with access to the 8XX Database to the extent the CLEC uses unbundled switching or UNE-P. But, the use of 8XX Database Query Service has been removed, as the query service is used by CLECs with their own switches, which the TRO finds is no longer required to be offered as an unbundled network element pursuant to Section 251 of the Act. In addition to the following revisions, Section 9.16.2 and its subsections, Sections 9.16.3.2 and 9.16.3.3, and Sections 9.16.4 through 9.16.7 and their subsections have been deleted, as these sections provided terms and conditions for 8XX Query Service only.

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111 *Id.*

9.16.1 The 8XX Database ~~Query Service is an originating service which~~ provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX telephone number. The c~~C~~all routing information in the ~~SMS/8~~XX~~00~~ Database is provided by the End User Customer's ~~reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its~~ chosen responsible organization (referred to in the Telecommunications industry as the "RespOrg"). Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's 8XX Database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The 8XX Database provides the call routing information used by Qwest's End Office Switch to route the CLEC's End User Customer's calls to an 8XX telephone number.

9.16.1.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will use the routing information in the 8XX Database to route CLEC's End User Customer's calls to an 8XX telephone number in the same manner as Qwest routes its End User Customer's calls to that same 8XX telephone number.

9.16.3.1 There is no separate charge for the use of Qwest's 8XX Database for the routing of CLEC's End User Customers' calls to 8XX telephone numbers~~The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement~~.

Section 9.17 (InterNetwork Calling Name (ICNAM) Service) has been modified consistent with the TRO to provide CLECs with access to the ICNAM Database to the extent the CLEC uses unbundled switching or UNE-P. But, the use of the ICNAM Database Query Service has been removed, as the query service is used by CLECs with their own switches, which the TRO finds is no longer required to be offered as an unbundled network element pursuant to Section 251 of the Act. In addition to the following revisions, the following Sections and their subsections, which provided terms for ICNAM Query Service, have been deleted: Sections 9.17.2.3 through 9.17.2.8, Sections 9.17.2.10 through 9.17.2.12 and Sections 9.17.4 through 9.17.5

9.17.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's InterNetwork Calling Name (ICNAM)

database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The ICNAM database is used with certain End Office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. ~~InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users~~

9.17.2.1 ~~In response to queries properly received at Qwest's ICNAM database,~~ Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). ~~CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.~~

9.17.2.2 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' name information into the ICNAM database, which is part of the Line Information Database described in Section 9.15, from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information. ~~In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.~~

9.17.3 There is no charge for the storage of CLEC's End User Customers' information in the ICNAM database (i.e., the LIDB Database) ~~Rate elements for ICNAM services are contained in Exhibit A of this Agreement~~.

Section 10.2 sets out the terms for CLEC access to the Qwest Local Number Portability (LNP) Database, has been modified in conformity with the FCC's finding in the TRO that Qwest is obligated to provide this call related database only in association with unbundled switching and UNE-P. In addition, Sections 10.2.4.2 through 10.2.4.5 have been deleted.

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability,

or convenience when switching from one Telecommunications Carrier to another. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's LNP database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. Qwest will allow CLEC to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.4.1 Local Switch Ports include CLEC use of Qwest's Local Number Portability Database, to the extent that a local circuit Switch is required to be unbundled by the Commission as addressed in Section 9.11.2.2. The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customer's using a ported telephone number. ~~Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).~~

j) Packet Switching

In the TRO, the FCC found that competitors are not impaired without unbundled access to packet switching, including routers and DSLAMs. Accordingly, the FCC declined to unbundled packet switching as a stand-alone network element pursuant to Section 251.[112] In conformity with the FCC's rules, Qwest has modified the South Dakota SGAT to remove packet switching as an unbundled network element.

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112 *See,* TRO at ¶¶ 540-541 and 47 CFR § 51.319(a)(2)(i). Packet Switching is no longer an Unbundled Network Element under 251(c)(3) of the Act. Currently there are no existing Unbundled Packet Switching services leased by CLECs.

9.20 Packet Switching is not available as an Unbundled Network Element~~Qwest shall provide CLEC with Unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions~~.

Qwest also deleted the remainder of Section 9.20, which provided the terms and conditions for unbundled packet switching, including Sections 9.20.1.1; 9.20.2.1; 9.20.2.2-2.9; 9.20.3.1; 9.20.3.1.1-3.1.2; 9.20.3.2-9.20.3.4; 9.20.4.1; 9.20.4.1.1-4.1.2; 9.20.4.2-4.3; 9.20.4.3.1-4.3.2; 9.20.5.

k) Shared Transport

In the TRO, the FCC found that incumbent LECs must provide access to their local networks for intralata toll traffic.[113] Qwest has modified the SGAT to clarify that shared transport includes access for Qwest's local interoffice network. Transport beyond Qwest's local interoffice network will be carried on Qwest's intraLATA Toll network. The following sections of the SGAT have been revised accordingly:

9.8.2.1 Shared Transport is only provided for traffic on Qwest's local interoffice network that is associated with ~~U~~unbundled ~~L~~local Switching ~~Ports~~ and Unbundled Network Element-Platform (UNE-P) ~~, as described in the UNE Combinations Section~~services provided under this Agreement. Transport beyond Qwest's local interoffice network will be carried on Qwest's IntraLATA Toll network and provided by Qwest to CLEC only if CLEC chooses Qwest to provide IntraLATA Toll services for its Unbundled Local Switching and/or UNE-P End User Customers. The existing routing tables resident in the Switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network

9.11.2.12 CLEC may obtain Qwest's IntraLATA Toll services by identifying Qwest as the Local Primary Interexchange Carrier (LPIC) for its Unbundled Local Switching services, where applicable.

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113 *See,* TRO at footnote 480.

9.11.3.6 Qwest will bill CLEC, and CLEC will pay Qwest, for Qwest IntraLATA Toll services at Qwest's tariffed rate.

9.23.3.11.10 Qwest is available as the LPIC for CLEC's compatible UNE-P services.

l) Operator Services and Directory Assistance

In the TRO, the FCC reaffirmed that incumbent LECs are not obligated to provide operator services or directory assistance to CLECs as an unbundled network element pursuant to Section 251 of the Act, except in association with unbundled switching and UNE-P. Moreover, this obligation only applies if incumbent LECs do not provide CLECs with customized routing to allow CLECs to route their end user calls to alternative providers of operator services and directory assistance.[114] Qwest has added language conforming with these requirements in its SGAT in Section 10.5 (Directory Assistance) and Section 10.7 (Operator Services).

10.5.1.1 ". . . Qwest will provide CLEC with non-discriminatory access to its Directory Assistance Service on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 9.11.2.2, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of directory assistance service."

10.7.1.1 ". . . Qwest will provide CLEC with non-discriminatory access to its operator services on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 9.11.2.2, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of operator services."

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114 *See,* TRO at ¶ 560.

3) General SGAT Changes Resulting from the Triennial Review Order

a) New Definitions

The TRO established several new definitions.[115] Qwest has incorporated these definitions of Commingling, Qualifying Service, and Non-Qualifying Service in Section 4 of the SGAT. The definitions are modified only slightly from the FCC's definitions (for example, changing "incumbent LEC" to "Qwest"):

> "Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.
>
> "Commingle" means the act of Commingling.
>
> "Qualifying Service" is a Telecommunications Service that competes with a Telecommunications Service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited to, Local Exchange Service, such as plain old telephone service (POTS), and Access Services, such as Digital Subscriber Line services and high-capacity circuits. Services used solely as an input for CLEC to provide retail interexchange or information services are not Qualifying Services.
>
> Non-Qualifying Service" is a service that is not a Qualifying Service.

Qwest also modified the definition of Dedicated Transport in conformity with the TRO's limitation of the obligation to provide dedicated transport to routes between Qwest wire

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115 *See,* 47 CFR 51.5.

centers and switches. The definition is also modified in conformity with the TRO's elimination of the obligation to provide dedicated transport at capacities above DS-3: [116]

> "Dedicated Transport" is a Qwest provided digital transmission path between ~~locations designated by CLEC to which CLEC is granted exclusive use. Such locations may include, but not be limited to,~~ Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches to which CLEC is granted exclusive use. The path may operate at DS1 or DS3 ~~higher~~ transmission speeds. Dedicated Transport is also described in Section 9.

Qwest has also modified the definition of Unbundled Network Elements in conformity with the TRO. Specifically, "Unbundled Network Elements" are defined as those elements that Qwest is obligated to provide pursuant to Section 251(c)(3) of the Act. However, the term does not include elements that Qwest is obligated to provide only pursuant to Section 271 of the Act: [117]

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

b) Limitation on CLEC Use of UNEs

In the TRO, the FCC found that incumbent LECs are obligated to provide unbundled network elements only for Qualifying Services. The FCC defined Qualifying Services as a Telecommunications Service that ". . . competes with a Telecommunications Service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited

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116 The TRO limited Qwest's obligation to provide Dedicated Transport to DS-1 and DS-3 transmission speeds. *See,* 47 CFR 519(e)(1)-(2).

117 *See,* TRO at ¶¶ 659 and 664.

to, Local Exchange Service, such as plain old telephone service (POTS), and Access Services, such as Digital Subscriber Line services and high-capacity circuits.[118] Qwest has added language to Section 9.1.1 to conform with this aspect of the TRO:

> UNE's shall only be obtained for the provision of Qualifying Services. To the extent spare capacity exists, it may then be used for Non-Qualifying Services. If it is determined that the Unbundled Network Elements are used exclusively for Non-Qualifying Services, CLEC will have thirty (30) calendar Days to contact Qwest and make alternate service arrangements.

c) Revised Rules on Commingling of UNEs, Resold Services, and Wholesale Services

The TRO eliminated the commingling restriction that applied to stand-alone loops and Enhanced Extended Links ("EELs").[119] Commingling is the connecting, attaching or otherwise linking of a UNE or a UNE combination to one or more facilities or services that a CLEC has obtained at wholesale from an incumbent LEC pursuant to any method other than unbundling under Section 251(c) of the Act, or the combining of a UNE or UNE combination with one or more such wholesale services. The FCC also modified its rules to affirmatively permit requesting carriers to commingle UNEs and combinations of UNEs with services, such as switched and special access, and to require incumbent LECs to perform the necessary functions to effectuate such commingling upon request. These revised requirements are incorporated in Sections 6.7.1; 9.1.1.1; 9.1.1.2; 9.1.1.3 and 9.23.1.2.2 of the South Dakota SGAT.[120]

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118 *See*, TRO at ¶¶ 132 and 133. "We adopt an approach that is consistent with the goals of the 1996 Act because it obligates incumbent LECs to provide access to UNEs only when requesting carriers seek to use those elements to compete against those services that traditionally have been the exclusive domain of incumbent LECs." The TRO defines such services as "Qualifying Services". See, 47 CFR 51.5 and 51.309(b).

119 *See,* TRO at ¶ 579.

120 *See,* TRO at ¶¶ 580-584.

6.7.1 To the extent it is Technically Feasible, and pursuant to the terms of Section 9.1, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements.

9.1.1.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;
b) Enhanced or Information services;
c) Features or functions not offered for resale on a stand-alone basis or separate from basic exchange service; and
d) Network Elements offered pursuant to Section 271.

9.1.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with access services or other Non-Qualifying Services. All variations of Commingling of services that include a high capacity loop, which may include multiplexing or any other means by which this combination is achieved, and transport facility or service are subject to the Service Eligibility Criteria in Section 9.1.1.5. Qwest performance in connection with the Provisioning of Commingled facilities and services shall not be subject to standard Provisioning intervals, or to performance measures and remedies, if any, contained in this Agreement or elsewhere.

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. ~~Where specifically prohibited by applicable federal or state requirements,~~ UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and ~~O~~operator ~~S~~services platforms.

Qwest is no longer obligated to commingle or combine UNEs with network elements that Qwest is no longer required to provide pursuant to Section 251 of the Act (i.e, network elements that the FCC has found that CLECs are not impaired if such elements are not offered pursuant to the TELRIC principles of Section 251, but are offered pursuant to Section 271 of the Act). Qwest has modified the South Dakota SGAT to incorporate these modified commingling rules. [121]

> 9.1.1.3 Qwest will not combine services or Network Elements that are required to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements.
>
> > 9.1.1.3.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

Qwest inserted similar language in Section 8 (Collocation) of the South Dakota SGAT:

> 8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, Qwest will not combine services or Network Elements that are offered to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements.

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121 *See,* TRO at ¶ 584 and footnote 1990.

8.2.1.1.1.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

The TRO eliminated Qwest's obligation to provide unbundled access to connections from Qwest's central office or wire center to a CLEC's wire center (i.e., E-UDIT).[122] Since Entrance Facilities obtained for the purposes of Interconnection provide connections from Qwest's central office or wire center to a CLEC's wire center, and are priced at TELRIC rates, they may not be used to circumvent the FCC's elimination of E-UDIT. The South Dakota SGAT has therefore been modified as follows:

8.2.1.1.1.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling.

d) Service Eligibility Requirements for Combinations of UNEs

CLECs may only use unbundled network elements to provide "Qualifying Services" as that term has been redefined (see above). In the TRO, the FCC adopted additional eligibility requirements that apply to combinations of high-capacity (DS1 and DS3) loops and interoffice transport.[123] These eligibility requirements were adopted to prevent the potential for 'gaming' by non-qualifying providers. These eligibility requirements must be satisfied to: (1) convert a special access circuit to a high-capacity EEL; 2) to obtain a new high-capacity EEL; and (3) to obtain at UNE pricing part of a high-capacity loop-transport combination (Commingled EEL).[124]

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122 *See,* TRO at ¶ 356.

123 *See,* TRO at ¶ 591.

124 *See,* TRO at ¶ 593.

The eligibility requirements include:[125]

Authorization -- the CLEC must have a state certificaition of authority to provide local voice service;

Local Number and 911 Capability -- the CLEC must have at least one local number assigned to each circuit and must provide 911 or E911 capability to each circuit;

Architectural Safeguards -- each circuit must:

a) terminate into a collocation governed by Section 251(c)(6) at an incumbent LEC central office within the same LATA as the customer premises;

b) each circuit must be served by an interconnection trunk in the same LATA as the customer premises served by the EEL for the meaningful exchange of local traffic;

c) for every 24 DS1 EELs or the equivalent, the requesting carrier must maintain at least one active DS1 local service interconnection trunk; and

d) each circuit must be served by a Class 5 switch or other switch capability of providing local voice traffic.

CLECs must certify to meeting all three criteria described above to qualify for the high capacity circuit. Qwest has modified the South Dakota SGAT to incorporate the FCC's new service eligibility criteria:

9.1.1.5 Service Eligibility Criteria

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125 *See,* TRO at ¶ 597.

9.1.1.5.1 Except as otherwise provided in this Section 9.1.1.5, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.[126]

9.1.1.5.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high-capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections. [127]

9.1.1.5.2.1 **State Certification** -- CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.[128]

9.1.1.5.2.2 **Per Circuit Criteria** -- The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:[129]

9.1.1.5.2.3 **Telephone Number Assignment** -- Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required

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126 *See,* 47 CFR 51.318(a).

127 *See,* TRO at ¶ 593.

128 *See,* 47 CFR 51.318(b)(1).

129 *See,* 47 CFR 51.318(b)(2).

for a local voice call. CLEC will provide local telephone number assignments by circuit; [130]

9.1.1.5.2.4 **911 or E911** -- Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC will provide evidence of 911 or E911 capability for each circuit to be provided to each End User Customer.[131]

9.1.1.5.2.5 **Collocation** – CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA. In addition: [132]

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;[133]

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA and state as the End User Customer's premises, when Qwest is the collocator; and [134]

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when

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130 *See,* 47 CFR 51.318(b)(2)(i).

131 *See,* 47 CFR 51.318(b)(2)(iii).

132 *See,* 47 CFR 51.318(c).

133 *See,* 47 CFR 51.318(c)(1).

134 *See,* 47 CFR 51.318(c)(2).

Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location. [135]

9.1.1.5.2.6 **Interconnection Trunking** -- CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Those arrangements that do not include two way LIS trunks cannot be attributed towards satisfaction of this criterion.[136] CLEC will identify the Interconnection trunk(s) satisfying this criterion. At a minimum, each DS1 circuit must be served by a DS-0 equivalent LIS trunk in the same LATA and state as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA and state as the End User Customer served by the circuit. [137]

9.1.1.5.2.6.1 **Calling Party Number** – Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If Calling Party Number is not exchanged over an interconnection trunk, that trunk shall not be counted towards meeting this critera. For each circuit, CLEC will identify the Interconnection trunk satisfying this criterion.[138]

9.1.1.5.2.7 **End Office Switch** -- Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic. CLEC will provide written documentation

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135 *See,* 47 CFR 51.318(c)(2).

136 *See,* 47 CFR 51.318(b)(2)(v) and (d).

137 *See,* 47 CFR 51.318(b)(2)(v) and (d).

138 *See,* 47 CFR 51.318(b)(2)(v) and (d).

of the Switch type and CLLI code for the Switch satisfying this criterion.[139]

9.1.1.5.3 With each order, CLEC must provide certification and the identified supporting information to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled[140]

9.1.1.5.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meets the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the appropriate facility to the appropriate Private Line/Special Access service within thirty (30) Days. [141]

Qwest also modified Section 9.2.2.10, which provides terms and conditions for multiplexing, to incorporate the new service eligibility criteria: [142]

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the ~~rates,~~ terms and conditions for multiplexing of Enhanced Extended Loop (EEL), in Section 9.23.3.9 of this Agreement. ~~The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.~~[143]

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139 *See,* 47 CFR 51.318(b)(2)(vii).

140 *See,* TRO at ¶ 624.

141 *See,* TRO at ¶ 624.

142 *See,* 47 CFR 51.318(b).

143 *See,* 47 CFR 51.318(b).

Qwest also added language subjecting unbundled dedicated transport to the service eligibility criteria:[144]

> 9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself._ When UDIT is combined or Commingled with high capacity loops, the circuit is subject to the Service Eligibility Criteria as stated in Section 9.1.1.5. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous ~~D~~dedicated ~~T~~transport element from one point to another. UDIT may be directly connected to Finished Services, except for services that the Commission or the FCC expressly prohibit to be connected to UDIT by existing rules.

Section 9.23 of the SGAT provides terms and conditions for combinations of unbundled network elements. Section 9.23.3.7.1 has been revised to remove references to the old service eligibility requirements that were updated by the TRO and placed in Section 9.1.1.5 of the SGAT:[145]

> 9.23.3.7.1 ~~Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL,~~ CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 U~~u~~nbundled Dedicated I~~i~~nteroffice ~~dedicated~~ T~~t~~ransport to create a high capacity EEL~~UNE Combination~~ unless CLEC certifies~~establishes~~ to Qwest that the EEL meets the Service Eligibility Criteria in Section 9.1.1.5~~it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing~~

144 *See,* TRO at ¶ 359.

145 *See,* TRO at ¶ 593.

~~when the high side of the multiplexer is connected via an ITP for CLEC's Collocation~~.

9.23.3.7.2.11 CLEC may request~~EEL C is~~ the conversion of an existing Private Line/Special Access ~~s~~Service to an EEL~~combination of Loop and transport UNEs~~. Retail and/or resale ~~p~~Private ~~l~~Line circuits (including multiplexing and concentration) may be converted to EEL-~~C~~ if the conversion is Technically Feasible and they meet the terms of ~~this~~ Section 9.1.1.5~~23.3.7~~. ~~Qwest will make EEL Conversion Combinations available to CLEC upon request.~~ Qwest will provide CLEC with conversions to EEL~~access to EEL Conversion Combinations~~ according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.12 EEL-~~P~~ ~~EEL P~~ is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Collocation~~Switch~~. EEL-~~P~~ can also be ordered as~~is~~ a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a high capacity EEL must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. [146]

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport~~, concentration capability~~ and DS0 Loops.

Qwest also deleted from Section 9.23 terms and conditions related to the old service eligibility criteria that have been replaced with the new criteria established in the TRO. Specifically, the following sections have been deleted: Sections 9.23.3.7.2, 9.23.3.7.2.1,

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146 *See,* 47 CFR 51.318(c).

9.23.3.7.2.2, 9.23.3.7.2.3, 9.23.3.7.2.4, 9.23.3.7.2.5, 9.23.3.7.2.6 (a)-(i), 9.23.3.7.2.7, 9.23.3.7.2.8, 9.23.3.7.2.9, 9.23.3.7.2.10, 9.23.3.7.2.11.1, and 9.23.3.7.2.12.2.

e) Service Eligibility Audits

Under the TRO's provisions, Qwest may conduct periodic audits to ensure CLECs are in compliance with the above-described service eligibility criteria.[147] Qwest has incorporated into the South Dakota SGAT terms and conditions for such audits that conform to the provisions of the TRO.

> 9.1.1.5.5 **Service Eligibility Eligibility and Qualifying Service Audits** -- In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility and Qualifying Service Audits of CLEC's records. For the purposes of this Section, "Qualifying Service Criteria" is whether a particular Unbundled Network Element meets the definition of a Qualifying Service, as described in Section 4 of this Agreement. Service Eligibility and Qualifying Service Audits shall be performed in accordance with the following guidelines:[148]
>
> > 9.1.1.5.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility or Qualifying Service Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.[149]
> >
> > 9.1.1.5.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility or Qualifying Service Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate

147 *See,* TRO at ¶¶ 625-629.

148 *See,* TRO at ¶¶ 625-629.

149 *See,* TRO at footnote 1898.

that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.[150]

9.1.1.5.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility or Qualifying Service Audits, provided, however, that if a Service Eligibility or Qualifying Service Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility or Qualifying Service Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility and Qualifying Service Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility or Qualifying Service Audit.[151]

9.1.1.5.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. [152]

9.1.1.5.5.5 Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility or Qualifying Service Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility or Qualifying Service Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights for the remainder of the calendar year. [153]

9.1.1.5.5.6 At the same time that Qwest provides notice of a Service Eligibility or Qualifying Service Audit to CLEC under this paragraph,

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150 *See,* TRO at footnote 1898.

151 *See*, TRO at ¶ 627.

152 *See*, TRO at ¶ 626

153 *See*, TRO at footnote 1898.

Qwest shall send a copy of the notice to the Federal Communications Commission.[154]

9.1.1.5.5.7 Service Eligibility or Qualifying Service Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility or Qualifying Service Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement[155]

9.1.1.5.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility or Qualifying Service Criteria of this Section. Qwest shall not require a Service Eligibility or Qualifying Service Audit as a prior prerequisite to Provisioning combination and Commingled facilities. [156]

9.1.1.5.5.9 CLEC shall maintain appropriate records to support its Service Eligibility and Qualifying Service Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business. [157]

9.1.1.5.5.10 If a Service Eligibility or Qualifying Service Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above or the Qualifying Service Criteria, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within thirty (30) days[158]

Qwest has also added language in Section 9.6 (Unbundled Dedicated Transport) to incorporate by reference the service eligibility criteria now located in Section 9.1.1.5 of the SGAT.

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154 *See*, TRO at footnote 1898.

155 *See*, TRO at ¶¶ 625-629.

156 *See*, TRO at ¶¶ 625-629.

157 *See*, TRO at ¶¶ 625-629.

158 *See*, TRO at ¶¶ 627.

9.6.1.7 All services provided in this Section, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 9.1.1.5 of this Agreement.[159]

f) Prohibition on Ratcheting of Rates for Commingled Services

Ratcheting is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single blended rate.[160] In the TRO, the FCC permitted Qwest to assess the rates for UNEs (or UNE combinations) commingled with tariffed access services on an element-by-element and a service-by-service basis. In other words, Qwest is not required to blend the rates of a transmission facility according to the amount of UNE usage and access service usage.[161] Thus, a CLEC that commingles UNEs with special access service would pay the appropriate rates for both services. Qwest has modified the South Dakota SGAT to incorporate the revised ratcheting rules. [162]

9.1.1.4 **Ratcheting** To the extent a Qwest-provided circuit or facility includes a mix of UNEs and other services, that mixed-use facility shall be ordered and billed in accordance with Qwest's Tariff or the resale provisions of this Agreement. Such mixed-use circuits or facilities shall not be ordered or billed as Unbundled Network Elements. Qwest shall not be required to bill for such mixed use circuits or facilities at blended or multiple rates (otherwise known as ratcheting). Instead, CLEC shall be assessed the tariffed or resale rate, as appropriate, for the Commingled service.

9.1.1.4.1 To the extent a multiplexer is included in a Commingled circuit then: (1) the multiplexer will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other

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159 *See*, 47 CFR 51.318(a).

160 *See*, TRO at ¶ 582.

161 *See*, TRO at footnote 1800.

162 *See*, TRO at ¶ 599.

situations the multiplexer will be ordered and billed pursuant to the appropriate Tariff.

9.6.1.8 All services provided in this Section are subject to the Ratcheting criteria as outlined in Section 9.1.1.4 of this Agreement.

g) Construction Obligation for UNEs

The TRO further clarified Qwest's obligations to construct unbundled loops on behalf of CLECs. Specifically, the TRO found that Qwest must perform the following activities to provision unbundled loops for CLECs: rearrangement or splicing of cable; adding a doubler or repeater; adding an equipment or apparatus case; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer.[163] The TRO specifically declines to require Qwest to trench or place new cables for CLECs.[164] Further, the TRO permits Qwest to recover the cost of the required network modifications, and authorizes the South Dakota Commission to decide whether such costs should be recovered through non-recurring or recurring charges.[165] Qwest has modified the South Dakota SGAT to incorporate the revised construction obligations for unbundled loops:

9.1.2.1.2.1 Qwest will also perform routine modifications to existing loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers, including, but not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts and rearrangement of existing pairs to extend the line), adding a doubler or repeater, adding and/or rearranging an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer. Rates for such modifications are included in Exhibit A. For DS1 capable loops, this Section is effective immediately. For all other loop facilities, this Section will be effective July 2, 2004.

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163 *See,* TRO at ¶ 634.

164 *See,* TRO at ¶ 635.

165 *See,* TRO at ¶ 639.

9.1.2.1.2.2 Qwest will also perform routine modifications to existing Dark Fiber loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers (including the work done on Dark Fiber to provision lit capacity to End User Customers). Rates for such modifications are included in Exhibit A. This Section is effective July 2, 2004. To the extent such modifications constitute a construction of Special Access services, pursuant to retail construction provisions of Special Access or stand-alone construction Tariffs, the terms and conditions of such Tariffs will apply to CLEC. The provisions of this Section shall not be construed to require Qwest to provide unbundled access to a Fiber-to-the-Home loop when Qwest deploys such a loop to an End User Customer premises.

Qwest has also deleted a sentence from Section 9.19, which provides general terms for the construction of unbundled network elements. Because Qwest may construct unbundled network elements that are not required to be unbundled pursuant to Section 251 of the Act, the last sentence of this section could improperly result in the classification of all constructed elements as unbundled network elements subject to the unbundling requirements of Section 251:

9.19 Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. ~~If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE.~~

Qwest has also deleted Section 9.2.2.7 as it is inconsistent with the new obligations with regard to network modifications:

9.2.2.7 ~~Qwest is not obligated to provision BRI ISDN, xDSL I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service~~Intentionally Left Blank.

h) Fiber to the Home (FTTH) Loops

In the TRO, the FCC described two types of FTTH deployments. "Greenfield" deployments are those where FTTH loops have been deployed by Qwest to customer premises that, prior to the FTTH deployment, had not been served by any loop plant (e.g., copper). Overbuild deployments of FTTH occur when Qwest deploys fiber to provide a loop to a customer premise previously served by copper facilities. In the case of greenfield FTTH deployments, the FCC found that CLECs are not impaired without access to Qwest's FTTH loops. As a result, Qwest is not required to provide access to greenfield FTTH facilities on an unbundled basis.[166]

The FCC found that Qwest must provide unbundled access to overbuild deployments of FTTH, but only if Qwest has retired the pre-existing copper loop facilities. And, in such situations involving the retirement of copper loop facilities, Qwest is only required to provide unbundled access to its FTTH facilities to provide a CLEC the capability to provide narrowband (i.e., voice grade equivalent) services.[167] Qwest has modified the South Dakota SGAT to reflect the FCC's new rules governing CLEC access to FTTH loops.

> 9.2.1.2 **FTTH Loops.** For purposes of this Section, a Fiber-to-the-Home ("FTTH") loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises.
>
> > 9.2.1.2.1 FTTH New Builds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.

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166 *See,* TRO at ¶ 273. *See also*, 47 CFR 519(a)(3)(i) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops). New builds of fiber are not UNEs and Overbuilds are not UNEs if the copper loops are still available to CLEC.

167 *See,* TRO at ¶ 272. See also 47 CFR 519(a)(3)(ii).

9.2.1.2.2 FTTH Overbuilds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH loop parallel to, or in replacement of, an existing copper loop facility:

9.2.1.2.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH loop to such premises and (ii) upon request to provide access to such copper loop as an Unbundled Network Element. Not withstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 9.2.1.2.2 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 9.2.1.2.3 below.

9.2.1.2.2.2 In the event Qwest, in accordance with the provisions of Section 9.2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element over the FTTH loop, to a 64 kbps transmission path capable of voice grade service.

The FCC also established network disclosure obligations that apply to proposed retirements of copper loop facilities when FTTH is deployed on an overbuild basis.[168] Qwest has modified the South Dakota SGAT to conform with this requirement.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH Loop, Qwest will: (i) provide

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168 *See*, TRO at ¶¶ 282-283 and 47 CFR § 51.319(a)(3)(iii), 47 CFR §51.325(a)(4), 47 CFR § 51.333(b)-(c) for notice of replacement and retirement of copper Loops and copper Subloops with FTTH.

notice of such planned replacement on its website (www.qwest.com/disclosures) and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper loop or copper subloop with a FTTH Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

i) Line Sharing Arrangements

"Line sharing" is an arrangement that allows a CLEC to provide xDSL service over the same loop that Qwest uses to provide voice service to a partular end user, with Qwest using the low frequency portion of the loop and the CLEC using the high frequency portion of the loop.[169] The FCC had found in its *Line Sharing Order* that CLECs were impaired if line sharing arrangements were not made available by incumbent LECs, because, among other things, purchasing a stand-alone loop would be too costly for CLECs seeking to offer only broadband service.[170] In the TRO, however, the FCC disagreed with its prior finding.[171] Instead, he FCC found that allowing CLECs unbundled access to the whole loop and to line splitting, but not

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169 *See,* TRO at ¶ 255.

170 *See, Line Sharing Order*, 14 FCC Rcd at 20932-35, paras. 39-43.

171 *See,* TRO at ¶¶ 258-259.

requiring line sharing, creates better competitive incentives.[172] Moreover, the FCC expressly rejected its earlier finding that "line sharing wil level the competitive playing field."[173]

Qwest has eliminated the introductory paragraph of Section 9.4 (Line Sharing) to remove OCn Loops as a loop type that may be line shared, as OCn Loops are no longer required to be unbundled.[174] In addition, language requiring the provision of new types of line sharing have been deleted, consistent with the TRO's grandfathering line sharing arrangements in effect on October 2, 2003, and the limited opportunity to order new line sharing arrangements until October 2, 2004.[175]

> 9.4.1.1 ~~Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology, Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.~~ Intentionally Left Blank.

Grandfathered Line Sharing Arrangements -- Recognizing that CLECs have relied on the FCC's previous rules requiring line sharing, the TRO grandfathered all line sharing arrangements that were in place on October 1, 2003. Such grandfathered arrangements will remain in place until either 1) the CLEC, or its successor or assign, discontinues providing line

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172 *See,* TRO at ¶ 260.

173 *See,* TRO at ¶ 261.

174 *See,* TRO at ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

175 *See,* TRO at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

sharing to a particular end user, or 2) the completion of the FCC's next biennial review, which is expected to commence in 2004. [176]

New Line Sharing Arrangements -- The TRO also allows CLECs to continue to order new line sharing arrangements for a one year period beginning October 1, 2003 and ending October 1, 2004. After this one year period, Qwest is not required to provision any new line sharing arrangements. The FCC also established a transitional pricing mechanism for such new line sharing arrangements. In the first year of the transition (which begins on October 1, 2003), new line sharing arrangements are priced at 25% of the price for stand-alone copper loops for the particular customer premise location. In year two of the transition, the price increases to 50% of the price for stand-alone copper loop, and in year three of the transition, the price increases to 75% of the cost of a stand-alone copper loop. [177] After the three year transition is completed, line sharing will no longer be available (with the exception of any grandfathered line sharing arrangements that may still be in effect), and CLECs will be required to purchase the full stand-alone loop to continue providing xDSL service.[178]

While Qwest is authorized, under the TRO, to increase its rates for new line sharing arrangements during the three-year transition period, Qwest's billing systems are not yet capable of billing the new, higher rates. As a result, while Qwest has included language in the SGAT which implement the FCC's transitional rate increases for new line sharing arrangements, Qwest has also included language that retains the current line sharing rates on an interim basis. The SGAT permits Qwest to implement the FCC's transitional rates forty-five days after providing CLECs notice of the rate increase. See Section 9.4.1.2.2(e) below.

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176 *See,* TRO at ¶ 264.

177 *See,* TRO at ¶ 265.

178 *See,* TRO at ¶ 269.

Qwest has modified the South Dakota SGAT to reflect the FCC's new rules governing line sharing.

9.4.1.2 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below.

9.4.1.2.1 **Grandfathered Line Sharing Arrangements**. Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, CLEC may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time.

9.4.1.2.2 **Three Year Transition Period**. CLEC may order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement") in accordance with the provisions of this subsection. The Due Date for any New Line Sharing Arrangement may be no later than October 1, 2004, and CLEC may not order any New Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign. The nonrecurring charge for the installation of Line Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be twenty-five (25) percent of the monthly recurring charge for access to a stand-

alone unbundled copper Loop for Zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for Zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for Zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(d) **Completion of Transition.** New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.[179]

e) As of February 2, 2004, Qwest's billing systems are not equipped to Bill the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above. Qwest will not commence Billing the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above until Qwest has provided CLEC with forty-five (45) Days notice, in accordance with Section 5.21. Until such notice has been given, and the forty-five (45) Day notice period has expired, Qwest will Bill a rate for New Line Sharing Arrangements equal to the rate in effect as of October 1, 2003, unless modified by order, ruling or decision of the FCC.

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179 Triennial Review Order (TRO) at ¶¶ 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

9.4.1.2.3 **Discontinuation of Voice Service.** Notwithstanding anything herein to the contrary, if Qwest disconnects an End User Customer's voice service in accordance with Applicable Law, then CLEC shall be required to purchase the entire loop being disconnected to continue providing DSL service to such End User Customer.

9.4.1.2.4 **Successors and Assigns.** Line Sharing arrangements may be transferred or assigned by CLEC to another Carrier as set forth below.

9.4.1.2.4.1 **Grandfathered Line Sharing Arrangements.** Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier if the DSL service to CLEC's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 9.4.1.2.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to CLEC's End User Customer or (ii) re-termination of the End User Customer's DSL service, then (a) such Line Sharing arrangement shall no longer be subject to the grandfathering provisions of Section 9.4.1.2.1 and (b) such line shall be eligible for treatment as a New Line Sharing Arrangement pursuant to, and subject to the terms and conditions of, Section 9.4.1.2.2 (including, without limitation, the specified recurring and nonrecurring charges for New Line Sharing Arrangements and the October 1, 2004 deadline for establishing New Line Sharing Arrangements).

9.4.1.2.4.2 **New Line Sharing Arrangements.** Any New Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier provided that such transfer or assignment takes place before October 1, 2004. Carrier will be charged the Shared Loop nonrecurring charges as provided in Exhibit A to transfer or assign New Line Sharing Arrangements. Following transfer or assignment, the New Line Sharing Arrangement in question will be assessed the monthly recurring rates described in Sections 9.4.1.2.2 (a)-(c) above, and shall be subject to termination in accordance

with Sections 9.4.1.2.3 and 9.4.1.2.4. If re-termination of a New Line Sharing arrangement is required to complete any such transfer or assignment, then the new Carrier will be assessed the nonrecurring rates for New Line Sharing Arrangements as specified in Section 9.4.1.2.2 above. No transfers or assignments of New Line Sharing Arrangements shall be allowed after October 1, 2004.

j) Line Splitting Arrangements

Line Splitting involves one CLEC obtaining an unbundled loop from Qwest for the purpose of providing narrowband (e.g., voice) service to an end user customer, and a second CLEC obtaining access to the high frequency portion of the same unbundled loop to provide xDSL service to the end user customer.[180] Qwest provides line splitting in the current South Dakota SGAT, pursuant to terms and conditions in Section 9.2. Qwest has modified the SGAT by adding the following Section 9.21.2, which clarifies that once Qwest is no longer obligated to provide UNE-P services in a given market area, Qwest will no longer be obligated to provide UNE-P line splitting in that market area:

9.21.2 On the effective date of a Commission determination that Qwest is no longer required to provide UNE-P Combination services in a market area, Line Splitting is also not available in that market area. To the extent CLEC has an embedded base of Line Splitting End User Customers on the effective date of the Commission determination, CLEC shall transition its embedded base of Line Splitting End User Customers in accordance with the Transition Timelines for unbundled switching, as described in Section 9.11.2.0.1. In such markets where Line Splitting is not available, Loop Splitting will continue to be available pursuant to Section 9.24 of this Agreement.

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180 *See*, TRO at ¶¶ 251 and 252.

B. Changes Resulting From Consensus Or Other Agreed-Upon Language, Language Carried Forward From Other Proceedings, And Other Miscellaneous Changes.

The SGAT accompanying this Notice includes a significant number of changes that Qwest has accepted in other states and which it has agreed to standardize throughout its region; changes in language resulting from agreements in the Change Management Process; changes resulting from interconnection agreement negotiations with CLECs; and corrections of errors. In the following portion of this Notice, each of these changes to the SGAT is described in detail.

Section 1.7.1 – The term CMP has been spelled out as "Change Management Process." In addition, the term "update" has been changed to "complete" to describe the obligation a CLEC has to 'complete' the relevant portion of the New Product Questionaire in order to establish billing and ordering processes for new products not contained in the SGAT.

> 1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). CLEC must first ~~update~~complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

Section 1.8.2 – This Section inadvertently included the word "not," which has been deleted. This Section sets forth the process for adding SGAT provisions to a CLEC's interconnection agreement through the "pick and choose" process. It allows Qwest to respond to proposed amendments from CLECs by identifying additional terms and conditions that are "Legitimately Related" to the CLEC's proposed amendment, and to add such terms to an amendment that would be acceptable to Qwest. The corrected Section 1.8.2 reads as follows:

> "If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to

which the additional provisions are ~~not~~ Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest."

Section 2.2 – Section 2.2 of the South Dakota SGAT includes change of law provisions which Qwest has proposed to change in two ways. The first sentence has been modified to specify that the SGAT is intended to comply with the state of the law and regulations as of October 2, 2003. This change acknowledges that the FCC's TRO became effective on October 2, 2003, and that the SGAT complies with that order. Specifically, the first sentence of Section 2.2 has been changed to read as follows:

> " The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of ~~the date hereof~~October 2, 2003 (the Existing Rules)."

In addition, a new sentence has been added to Section 2.2 to clarify that decisions of the South Dakota Commission in a cost docket proceeding would be implemented in Exhibit A from the effective date of the Commission decision, unless the Commission otherwise orders. The new sentence in Section 2.2 is:

> "Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission."

Section 2.2.1 – The inclusion of new Section 2.2.1 is to clarify that while Qwest believes that the changes to the SGAT proposed herein are in conformance with the TRO, the parties to an interconnection agreement that derives from the SGAT are not precluded from participating in proceedings before the Courts or regulators to modify or interpret the TRO.

> 2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the*

Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

Section 4 – Definition of DLEC – Qwest has added to Section 4 the definition of Data Local Exchange Carrier, or "DLEC". This definition is the result of an agreement with Contact Communications in a Wyoming proceeding.

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data. [181]

Section 4 – Definition of NID – Qwest has agreed to expand this definition in all of its fourteen SGATs in conformance with a recommendation of the Arizona Staff in that Commission's 271 proceeding. The revised definition is:

" Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer ~~P~~premises wiring to Qwest's d~~D~~istribution plant, such as a cross connect device used for that purpose. "

Section 4 – Definition of OLIP – The South Dakota SGAT has been updated to reflect the industry standard definition:

" Originating Line ~~Information" or "OLI" is an CCS SS7 Feature Group D~~ Information Parameter" or "OLIP" is a CCS SS7 signaling parameter ~~which refers to the number transmitted through the network identifying the Billing number of the calling party~~ that identifies the line class of service, i.e., originating screening and routing translation."

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181 In 2002, Qwest agreed with Contact Communications to add this definition of Data Local Exchange Carrier to the Wyoming SGAT. Because the term is used in Section 9.21, it is being added in all fourteen state SGATs for consistency.

Section 5.4.4 – This payment Section has been updated to obligate the parties to resolve billing disputes through informal means prior to initiating dispute resolution through other means. This language was agreed to in Arizona, Colorado and Washington, and Qwest has agreed to include this language in all SGATs throughout its region:

> "Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies. "

Section 5.16.3 –Section 5.16.3 describes the requirements of each party to protect the proprietary information of the other party to an agreement that derives from the SGAT. Section 5.16.3 has been revised to track the requirements and obligations of 47 U.S.C. Section 222, and to make employee violations subject to disciplinary action, as provided elsewhere in the SGAT for certain employee violations. During the course of negotiations over the terms of a new interconnection agreement, Qwest and AT&T extensively reviewed these proposed revisions to Section 5.16.3 and agreed that this revised language accurately captures each party's obligations.

> 5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. ~~In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information.~~ Each~~The~~ Parties shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

Section 5.30.3 -- When the SGAT has been adopted by a CLEC as its interconnection agreement, that interconnection agreement may be amended by the CLEC and Qwest pursuant to the terms and conditions of Section 5.30 of the SGAT. Qwest has added a new Section 5.30.3, which is intended to clarify that such an interconnection agreement may not be amended, modified or supplemented without the written consent of both parties:

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

Section 5.31 -- Entire Agreement – Section 5.31 of the SGAT is a single paragraph that states that an interconnection agreement entered into by a CLEC and Qwest pursuant to the SGAT is the entire agreement between the parties. Qwest has modified Section 5.31 to broaden the scope of this Section.

> 5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between ~~Qwest and CLEC~~ the Parties with regard to the subjects of this Agreement and supersedes ~~all~~ any prior ~~oral or written~~ understandings, agreements, or representations, ~~statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.~~by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement. [182]

Section 6.2.7 – This Section 6.2.7 has been modified to use the term "Official Directory Publisher" rather than "Dex" as Dex is no longer an affiliate of Qwest. In addition, the defined term "Listings" is capitalized, and the defined term "End User Customer" has been included in lieu of "End User."

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182 The revisions to this Section are intended to clarify the scope of the Agreement.

6.2.7 Qwest will accept at no charge one (1) primary white pages ~~d~~Directory ~~l~~Listing for each main telephone number belonging to CLEC's ~~e~~End ~~u~~User Customer based on ~~e~~End ~~u~~User Customer information provided to Qwest by CLEC. Qwest will place CLEC's ~~e~~End ~~u~~User Customer's~~2~~ L~~l~~istings in Qwest's ~~d~~Directory ~~a~~Assistance ~~d~~Database and will include such L~~l~~istings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest's Official Directory Publisher~~Dex~~ Section of this Agreement.

Section 6.2.14 – The Resale Section of the SGAT includes Section 6.2.14, which describes conditions under which resold services are available. Qwest has added the word "retail" to clarify the types of tariffs from which the construction obligations are located.

6.2.14 ". . . However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's retail Tariff and Commission rules. . . . . "

Sections 6.4.5 and 9.2.2.15.2 – These Sections have been modified to use the defined terms "New Service Provider" and "Current Service Provider" instead of the generic term 'local service provider" for improved readability. Other changes include use of the defined term "End User Customer" instead of "End User."

6.4.5 If Qwest's retail End User Customer, or the End User Customer's N~~n~~ew ~~local~~ S~~s~~ervice P~~p~~rovider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a N~~n~~ew ~~local~~ S~~s~~ervice P~~p~~rovider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If the Current Service Provider~~a CLEC that currently provides resold service to an End User~~, or if the End User Customer's N~~n~~ew ~~local~~ S~~s~~ervice P~~p~~rovider orders the discontinuance of existing resold service from the Current Service Provider~~CLEC~~, Qwest will bill the Current Service Provider~~existing CLEC~~ for service through the date the End User Customer receives resold service from the Current Service Provider~~existing CLEC~~. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider ~~one CLEC to a different local service provider~~. Qwest will not provide the Current Service

ProviderCLEC with the name of the Newother local Sservice Pprovider selected by the End User Customer.

A similar change has been made to Section 9.2.2.15.2:

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an eEnd uUser Customer from their eCurrent Service Provider to CLEC, (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLECthe Current Service Provider of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC the Current Service Provider and, at new CLEC's request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

A similar change has been made to Section 9.23.5.6:

9.23.5.6 When Qwest's End User Customers or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customers effective with the disconnection. If Qwest is not the local Current sService pProvider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customers, a New Service Provider, or CLEC request service be discontinued to the End User Customers. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

Section 7.1.2 – Section 7 of the SGAT provides the terms and conditions for Interconnection. Section 7.1.2 describes four types of interconnection arrangement. Qwest has added the phrase "at any Technically Feasible Point" to clarify the locations where interconnection can take place. Qwest has agreed to include this language in the SGATs throughout its fourteen state region. Qwest has also added the phrase "via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product." This additional phrase has been agreed to in Arizona and Colorado, and Qwest has agreed to add to the other states in Qwest's region. The language is intended to allow a CLEC to avoid the BFR process if a particular arrangement has already been

provided to a third party or is offered by Qwest as a product. The changes to Section 7.1.2 are as follows:

> 7.1.2 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) ~~P~~physical Point of Interconnection in Qwest territory in each LATA ~~the~~ CLEC has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product.

Section 7.1.2.1 – Section 7.1.2.1 describes Entrance Facilities, which are one type of interconnection arrangement. Entrance Facilities extend from a Qwest serving wire center to a Point of Interconnection selected by the CLEC. Qwest has modified this Section in response to the TRO's revised definition of unbundled dedicated transport.

As an initial matter, the previous rules provided for two very similar forms of transport obligations. In the context of interconnection, Qwest is obligated under Section 251 of the Act to provide transport from a Qwest serving wire center to a CLEC POI. Qwest refers to this form of interconnection as an "Entrance Facility." Prior to the effective date of the TRO, Qwest had been obligated to provide a similar facility as an unbundled network element (an E-UDIT or Enhanced Unbundled Dedicated Interoffice Transport). E-UDIT, like Entrance Facilities, also provides transport from a Qwest serving wire center to a CLEC POI, but for the purposes of accessing unbundled network elements. Thus, Entrance Facilities provide transport for interconnection and EUDIT provides the same form of transport as an unbundled network element.

Because Entrance Facilities and E-UDIT are very similar in functionality and are both priced in accordance with TELRIC, Qwest had agreed to allow Entrance Facilities to be used to access unbundled network elements. However, the TRO has eliminated Qwest's

obligation to provide E-UDIT, by limiting unbundled dedicated transport to facilities between Qwest's wire centers or switches.[183] To avoid creating an opportunity for CLECs to circumvent the FCC's redefinition of unbundled transport to exclude transport from a Qwest wire center or switch to a CLEC POI by using Entrance Facilities as a substitute, Qwest has inserted the word "not' in the last sentence of Section 7.1.2.1, as shown below:

> 7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 ~~e~~Entrance ~~f~~Facility of CLEC's determination. An ~~e~~Entrance ~~f~~Facility extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Qwest provided ~~e~~Entrance ~~f~~Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest provided ~~e~~Entrance ~~f~~Facilities are provided in Exhibit A. Qwest's ~~P~~private ~~L~~line ~~T~~transport service is available as an alternative to Qwest provided ~~e~~Entrance ~~f~~Facilities, when CLEC uses such ~~P~~private ~~L~~line ~~T~~transport service for multiple services. Entrance ~~f~~Facilities may not be used for Interconnection with Unbundled Network Elements.

Section 7.2.2.1.2.1 – Section 7.2.2.1.2.1 describes the establishment of one-way trunk groups. Qwest has added an additional sentence that is in response to the resolution of an open issue in Colorado.[184] The additional sentence ensures the dispute resolution process of Section 5.18 will be used in the event the parties cannot agree on the establishment of one way trunk groups. Qwest has agreed to add this sentence in all its SGATs.

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

Section 7.1.2.3 – This Section had permitted CLECs to use mid-span meet facilities obtained for the purposes of interconnection to access unbundled network elements. The

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183 *See,* TRO at ¶ 356.

184 *See,* Colorado Final Resolution of Volume 2A Impasse Issue at page 42.

arrangements are essentially a portion of an Entrance Facility. Rather than extending all the way from the Qwest wire center to the CLEC wire center, a mid-span meet extends from the Qwest wire center to a mid-span point of interface, and the CLEC provides the remainder of the transport from the point of interface to the CLEC's wire center. To avoid creating an opportunity for CLECs to circumvent the FCC's redefinition of unbundled transport to exclude transport from a Qwest wire center or switch to a CLEC POI by using mid-span meet facilities as a substitute, Qwest has modified Section 7.1.2.3 as follows:

> 7.1.2.3 ". . . A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Uunbundled Nnetwork Elements.~~facilities; provided that CLEC shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access.~~ . . . "

Section 7.2.2.3.3 -- The SGAT change in Section 7.2.2.3.3 requires CLECs and wireless carriers that use Qwest's transit service to enter into arrangements with terminating carriers for the termination of their calls. If CLECs or wireless choose not to or fail to enter into such arrangements, these carriers agree to indemnify and hold Qwest harmless should a terminating carrier seek compensation from Qwest for calls that merely transit the Qwest network. Where a transiting carrier is used, the obligation remains on the carrier of the customer placing the call to compensate the terminating carrier for termination of the call.[185]

> 7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to

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185 See, Memorandum Opinion and Order, Texcom, Inc., d/b/a Answer Indiana, Complainant, v. Bell Atlantic Corp., d/b/a Verizon Communications, Defendant, 16 FCC Rcd 21493; FCC 01-347, 6 (F.C.C. November 28, 2001).

enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of 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.

Section 7.2.2.6.1 – Section 9.6 of this Agreement provides for unbundled dedicated interoffice transport (UDIT). The TRO has redefined UDIT, such that it is available between Qwest wire centers only, and is not available from Qwest wire centers to CLEC switches. As a result, UDIT is not available as an option for connections from a CLEC's switch to Qwest's SS7 network. Section 7.2.2.6.1 of the SGAT has been modified to remove UDIT (i.e., Section 9.6 of the SGAT) as an option for accessing Qwest's SS7 network:

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for ~~the~~ new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section ~~9.6 or~~ 9.13; (b) as defined in the Qwest FCC Tariff #1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

Section 7.2.2.8.3 – This Section obligates Qwest to use CLEC forecasts to ensure availability of switch capacity. Qwest has added the term 'semi-annual' to describe the CLEC forecast, consistent with other sections of the SGAT.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering,

ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

Section 7.2.2.8.6 – This Section provides that, in the event of a dispute over trunk forecasting, Qwest will build capacity in accordance with the lower of the CLEC and Qwest forecasts. Qwest has added the phrase "the amount of" for clarity.

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

Section 7.2.2.8.12.1 – This Section provides some detail on how CLECs provide forecasts to Qwest. Qwest has modified the SGAT to replace "the standard" with "Qwest" to clarify the name of the Qwest form that may be used to submit forecasts.

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in ~~the standard~~Qwest's Trunk Forecast Form;

Section 7.2.2.9.3.1 – This Section describes the types of traffic that may be combined on an interconnection trunk. The term 'Information Services Access' is replaced by the term "ISP-Bound Traffic" to better align the SGAT with the *FCC Order on Intercarrier Compensation for ISP-Bound Traffic* at p. 37 para. 78. The sentence, "If traffic is combined, Section 7.3.9 of this Agreement applies" is added to provide a reference to Section 7.3.9, which deals with traffic combined on a single trunk group.

7.2.2.9.3.1 Exchange Service (EAS/~~l~~Local), ~~Information Services Access~~ISP-Bound Traffic, ~~,~~ Exchange Access (IntraLATA ~~t~~Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA ~~t~~Toll involving a third-party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

Sections 7.3.1.1.3.1 – The last sentence of this Section 7.3.1.1.3.1 has replaced the term "Traffic" with "ISP-Bound Traffic" to better align the SGAT with the *FCC Order on Intercarrier Compensation for ISP-Bound Traffic* at p. 37 para. 78.

7.3.1.1.3.1 ". . . . ISP-bound ~~T~~traffic or traffic delivered to Enhanced Service ~~P~~providers is interstate in nature."

Section 7.3.6.2.3.2 and 7.3.6.2.2.1 – Sections 7.3.6.2.3.2 and 7.3.6.2.2.1 have been deleted, because the time frame for these phases of the FCC's transitional rate cap for ISP-Bound traffic has expired.

7.3.6.2.3.2 Intentionally Left Blank~~$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003~~.

7.3.6.2.2.1 ~~For 2001, a Party will pay compensation for ISP-bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment during first quarter 2001, plus a ten percent (10%) growth factor~~Intentionally Left Blank.

Section 7.3.6.2.3.3– This Section was originally written to describe the final phase of the FCC's transitional rate cap for ISP-Bound traffic. The phrase "thirty-six months after the effective date" refers to the effective date of the FCC's *Order on Intercarrier Compensation for ISP-Bound Traffic.* Because the thirty-six month period expires on June 14, 2004, the SGAT has been modified to make the expiration of this phase of the transition explicit.

7.3.6.2.3.3 $.0007 per MOU from June 14, 2003 through June 14, 2004,~~until thirty-six (36) months after the effective date~~ or until further FCC action on intercarrier compensation, whichever is later.

Section 7.3.8 – This Section describes the signaling parameters Qwest and CLEC will provide in association with the exchange of traffic between their respective networks. "Calling Party Number" is a defined term, and has therefore been capitalized. A reference to an FCC rule (47 CFR 64.1601) has been added to reflect the FCC's requirements to include Calling

Party Number and Destination Called Party Number. The term "OLI" has been changed to "OLIP" in conformance with industry standards, and the phase "on calls to 8XX telephone numbers" is added for clarity. The next to last sentence has been modified to make it apply equally to Qwest, rather than exclusively to the CLEC. Finally, the last sentence has been added to require the parties to cooperate to address situations where Calling Party Number has failed to be delivered.

> 7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating ~~call party number~~ Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information ~~(OLI),~~ Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If ~~CLEC~~ either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to ~~CLEC~~ the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. ~~Qwest~~ The Switch owner will provide to ~~CLEC~~, the other Party, upon request, information to demonstrate that ~~Qwest's~~Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

Section 7.4.2 – This Section has been modified to correct the name of a Qwest form, formerly known as "Supplemental Form Wireline" but now known as "NPA NXX Code Request Routing Form":

> 7.4.2 For each NXX eCode assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tTandem sSwitches and ~~the~~ CLEC's Point of Interface to which traffic associated with the NXX will be routed. For NXX eCodes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned ~~T~~two-~~S~~six ~~C~~code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing ~~Supplemental~~ Form ~~Wireline~~ available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request RoutingSupplemental Form when a single Switch is served by multiple trunk groups.

Section 7.5.4 – This Section has been modified to reflect that Qwest and CLEC will charge each other for "billable" records created and transmitted. This change is the result of consensus reached in an Arizona workshop in February 2003.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each Billable Rrecord created and transmitted and is listed in Exhibit A of this Agreement.

Sections 7.6.2 and 7.6.3 – These Sections have been modified to reflect that Qwest no longer utilizes 11-50-XX records for transit traffic in conformance with the Ordering and Billing Forum (OBF).

7.6.2 ". . . Qwest and CLEC agree to exchange wireless network usage data as Category 11-0150-XX."

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Ooriginating Carrier for transit when Technically Feasible. The charge is for each Billable Rrecord created and transmitted and is listed in Exhibit A of this Agreement.

Section 8.1.1.5 – Section 8 of the SGAT provides the terms and conditions for collocation. Section 8.1.1.5 describes a form of collocation – Interconnection Distribution Frame ("ICDF") Collocation. This Section has been revised based upon an agreement reached on

September 20, 2002 through the Change Management Process.[186] This change allows CLECs to use ICDF collocation to combine finished services, including interconnection trunks.

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

Section 8.2.1.9 – Section 8.2.1.9 requires Qwest to provide a Space Availability Report to a CLEC within ten days of a request. Space Availability Reports provide a CLEC with a variety of information about the availability of space at a particular premises, including information regarding the number of reservations of space by all CLECs at the premises. Qwest has modified this Section to replace "a requesting CLEC" to "CLEC," since the SGAT is intended to obligate Qwest to a particular CLEC who is defined as a party to the interconnection agreement that derives from the SGAT. Also, the phrase "CLEC reservations of space" has been changed to "reservations of space by all CLECs" to ensure this language is understood to obligate Qwest to provide information about the reservations made by all CLECs – not just the reservations made by the CLEC who is a party to an interconnection agreement derived from the SGAT.

> 8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to ~~a requesting~~ CLEC within ten (10) calendar ~~d~~Days of CLEC's request, a report for each requested Premises, that includes: . . . the number and description of Qwest and its Affiliates and ~~CLEC~~ reservations of space by all CLECs.

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186 *See,* CMP Product Notification (PROD.09.20.02.F00828.ICDF_Collocation), September 20, 2002.

Section 8.2.1.9.1 – This Section 8.2.1.9.1 describes the charge that applies for each Space Availability Report that is requested by a CLEC. The last sentence of this Section has been deleted, as the cost docket has completed its review of this charge.

> 8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis. ~~Rates and justification for the charge deferred to Cost Docket.~~

Section 8.2.1.12 – This Section includes a reference to Section 8.2.1.9, which does not relate to this Section, and has therefore been deleted.

> 8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations. ~~See 8.2.1.9.~~

Section 8.2.1.13 – This Section obligates Qwest to post on its public website all Qwest premises that are full, and to update the website within ten days of when space is exhausted, and to further update the website within ten days of when space becomes available. This Section has been modified to clarify that the Qwest website will list all full wire centers, whether or not a Space Availability Report is requested by any CLEC. The previous version was poorly worded, and, as a result, the phrase "a CLEC requested Space Availability Report" could be misunderstood to be limited to Space Availability Reports requested by the CLEC that is a party to an interconnection agreement derived from the SGAT.

> 8.2.1.13 ". . . Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) D~~d~~ay period, all Wire Centers that are full, whether or not there has been a ~~CLEC requested a~~ Space Availability Report requested by any CLEC.

Section 8.2.1.15 – This Section describes the process that permits a CLEC to cancel a collocation application. The Section has been extensively expanded, in conformance with agreements reached in the Change Management Process. [187]

> 8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a Collocation Cancellation Application ~~written request by certified mail to the Qwest account manager~~. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which the CLEC has not received notification of completion from Qwest. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.
>
> 8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Collocation Cancellation Application.
>
> 8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.
>
> 8.2.1.15.3 Qwest will not charge for canceling the Collocation job except for work already completed as of acceptance by Qwest of the Collocation Cancellation Application. Charges will be based on when Qwest receives the Collocation Cancellation Application and the completion status of the Collocation work. A quote will be issued within thirty (30) calendar Days of Qwest's acceptance of the Collocation Cancellation Application.

Section 8.2.1.22 – In the current South Dakota SGAT, Section 8.2.1.22 is a single paragraph that provides the terms under which a CLEC may terminate a collocation arrangement.

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187 *See,* CMP PROD.03.15.02.F00736.Collocation, March 15, 2002.

Pursuant to agreements reached in the change management process, [188] this single paragraph has been replaced with several pages of new terms and conditions for collocation decommissioning, transfer of responsibility for a collocation arrangement from one CLEC to another CLEC, and equipment abandoned by CLECs. Due to the length of this new language, it is not included in this notice, but is illustrated with revision marks and footnotes in the redlined SGAT that accompanies this notice.

Section 8.2.1.23 – Section 8.2.1.23 requires Qwest to design and engineer efficient cable and cable racking routes that are used to interconnect a CLEC's collocated equipment with Qwest's network. The current version of this Section 8.2.1.23 provides terms pursuant to which Qwest may charge CLECs for channel regeneration, if required, along the route. Pursuant to the Change Management Process, Qwest has agreed to not charge for such channel regeneration. As a result, one sentence from this Section 8.2.1.23 has been removed, [189] and similar changes have been made to Sections 8.2.1.23.1.4, 8.3.1.9, 9.1.4, 9.1.10, 9.6.2.2, and 9.6.2.3:

8.2.1.23 ". . . ~~If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges.~~. . . "

8.2.1.23.1.4 ". . . ~~.Depending on the distance parameters of the combination, regeneration may be required.~~ "

8.3.1.9 Intentionally Left Blank.~~Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical~~

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188 There are two formal change management notices associated with this new SGAT language. Collocation Transfer of Responsibility was reviewed in CMP Product Change PROD.03.15.02.F.00736.Collocation, March 15, 2002. Collocation Decommissioning and abandonment of equipment was reviewed in CMP Product Change PROD.01.06.03.F00893.ColloProdUpdates, January 6, 2003.

189 *See,* CMP Product change "PROD.06.17.03.F.03428.UDIT_V16."

~~Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B." Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.~~

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a ~~Loop~~ Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. ~~CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply.~~ The ITP may be ordered per termination. The Demarcation Point shall be:

9.1.10 Channel Regeneration ~~Charge~~. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. ~~This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.~~ Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B." ~~Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.~~

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) ~~and regeneration requirements~~ with its initial installation for the 3/1 multiplexer, including all twenty-eight (28) DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low ~~S~~side ~~C~~channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations ~~Section,~~ Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. ~~Collocation is required at the Qwest Central Office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration pursuant to Section 9.1.4 and the charges listed in Exhibit A will apply.~~Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B."

Section 8.2.1.28 – Section 8.2.1.28 has been modified to clarify that the phrase "outside CLEC's physical space" applies to "tie cables, blocks, and terminations on the ICDF or CLEC-to-CLEC connections, which are located outside CLEC's physical space. Added the phrase "according to Qwest's design" for clarification, and in conformance with with Sections 8.2.1.23 and 8.5.1.2.

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

Section 8.2.1.31 and 8.3.1.18 – These are new Sections in the SGAT that provide CLECs with the option of engaging in joint testing with Qwest of the CLEC's terminations on the ICDF. This language has been reviewed through the change management process.[190]

> 8.2.1.31 Joint Testing. Joint Testing allows CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with Qwest. CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) calendar Days of receipt. Joint Testing will be complete within ninety (90) calendar Days of the RFS if Joint Testing is requested on the Collocation Application form or ninety (90) calendar Days from acceptance of the Joint Testing Application form.
>
> 8.2.1.31.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application.
>
> 8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest will not operate CLEC test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities.
>
> 8.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility

190 *See,* CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003.

cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one (1) hour per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 8.2.1.31.3.

Section 8.2.3.12 – This Section provides terms for the construction of cage enclosures associated with caged physical collocation. Qwest has modified the SGAT to clarify that the restrictions on Qwest's approval of contractors in this Section is limited to the construction of the cage enclosure. This language was consensus language agreed to at the December 18-20, 2000 multi-state workshop.

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

Section 8.2.4.7 – This Section has been modified to remove language that was unnecessary and confusing. Since a CLEC's collocation space is, by definition, located on a Qwest premises, transport from a Qwest premises to a CLEC's collocation space is an unnecessary restriction on the use of Qwest's private line or switched access services. [191]

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services ~~between Qwest's Premises and CLEC's Collocation space in a Qwest Wire Center~~.

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191 *See,* CMP PCAT documentation (PROD.12.20.01.F.00651.Collocation) December 20, 2001.

Section 8.2.4.9.2 – This Section provides terms and conditions associated with the collocation of microwave equipment on a Qwest premises. Qwest modified the SGAT in two respects. First, to clarify that a CLEC can request Qwest to perform a line-of-sight feasibility study. Second, to clarify that a site visit can take place after fifteen calendar days of an application, or as soon thereafter as can be scheduled by the parties. This change is consensus language from a Washington workshop, and Qwest has agreed to include it in all SGATs.

> 8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or, CLEC can ~~if requested,~~ Qwest ~~will~~ perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar Days, ~~after~~ or as soon thereafter as can be scheduled by the Parties, of receipt by Qwest of the CLEC's Microwave Entrance Facility Application, ~~or as soon thereafter as can be scheduled by the Parties~~unless ~~the CLEC requests a later date~~. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

Section 8.2.4.9.5 – This Section provides further terms and conditions for the collocation of microwave equipment. Qwest has modified the SGAT to replace the word "antenna" with "Radio Frequency (RF)" in accordance with terminology used in the change management process.[192]

> 8.2.4.9.5 ". . . CLEC shall provide the cable from the radio frequency (RF)~~antenna~~ equipment to the building cable entry hatch.. . . . "

Section 8.2.5.1 – This Section provides terms for ICDF collocation. Qwest has modified this Section 8.2.5.1 in several respects. First, to use the term "CLEC" (i.e., a party to

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192 *See,* CMP PCAT documentation (PROD.03.15.02.F.00736. Collocation) March 15, 2002.

an agreement derived from the SGAT) rather than the term "CLECs" (which implies the terms apply to all CLECs generally). Second, to add "Finished Services" to the list of services that may be terminated through ICDF collocation. Third, to clarify that, to the extent Qwest provides combinations of unbundled network elements, it does so through the provisions of Sections 9.1 and 9.23.3.7, not through a CLEC's ICDF collocation arrangement.[193]

> 8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available ~~for CLECs who have~~if CLEC has not obtained Caged or Cageless Physical Collocation, but ~~who~~ requires access to the Qwest Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, Finished Service, or ancillary service by running a jumper on the ICDF in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributionng Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributionng Frame; d) existing toll frame; e) fiber distribution panel; ~~and~~, f) existing intermediate frame. Qwest provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by Qwest in CLEC's ICDF Collocation space.

Section 8.2.5.2 – This Section has been modified to include finished services on the list of services that are available for termination with ICDF Collocation. [194]

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

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193 *See,* TRO at footnote 1990 and paras. 584 and 356.

194 *See,* CMP Product Notification (Prod.09.20.02.F00828.ICDF_Collocation); September 20, 2002.

Section 8.4.1.5 – This Section 8.4.1.5 provides a listing of information that a CLEC must include with a Collocation Application, including a list of the equipment that will be collocated. Qwest has modified this Section in accordance with agreements through the Change Management Process, to reflect the fact that Qwest does not maintain a list of approved equipment that may be collocated on Qwest's premises. [195]

> 8.4.1.5 " CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:. . . . Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., c~~C~~ross c~~C~~onnect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A h~~H~~igh level equipment interface or connectivity schematic for the equipment ~~that is not on the approved equipment list or has not been used by CLEC for a similar purpose before, must~~should also be included.~~accompany this Application. CLEC using approved equipment found at www.qwest.com/wholesale/pcat/collocation/html need not comply with this provision~~); . . . "

Section 8.4.1.7 – This Section of the SGAT provides terms for the reservation of collocation space by a CLEC. This Section has been modified to expand the space reservations to include reserving infrastructure, such as power and HVAC. This language was consensus language in an Arizona workshop, which Qwest has agreed to include in all of its SGATs.

> 8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

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195 *See,* CMP PROD.08.22.03.F.03516.Collocation_v15.

Section 8.4.1.8.4 – This Section 8.4.1.8.4 describes how CLECs submit payments with their acceptance of a collocation quotation. The SGAT has been modified to remove the term "electronically" as Qwest does not have a means to receive CLEC payments for collocation acceptance electronically.

> 8.4.1.8.4 CLEC must ~~electronically~~ submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the ~~O~~optioned ~~S~~space applies. The ~~O~~option quote expires seven (7) calendar Days after delivery to CLEC.

Section 8.4.1.8.7.3 – The SGAT allows CLECs the ability to establish an "option" to use space adjacent to the CLEC's existing collocation space for future expansion. In the event another party (Qwest, a Qwest affiliate or another CLEC) requires use of the space the CLEC has optioned, the SGAT requires Qwest to notify the CLEC, and, the CLEC has the right to either use the space through the submission of a Collocation Application, or to reserve the space through the submission of a Collocation Reservation. In accordance with agreements reached in an Arizona workshop, Qwest has agreed to reword the Section for clarity.

> 8.4.1.8.7.3 Where contiguous space has been ~~O~~optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other CLECs requires the use of CLEC's ~~the~~ contiguous space ~~for itself, its Affiliates or CLECs~~. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space ~~O~~option or continue without the contiguous provision.

Section 8.4.2.1, 8.4.3.1 and 8.4.4.1 – Section 8.4.2.1 describes the steps Qwest will take in processing a Virtual Collocation Application, while Sections 8.4.3.1 and 8.4.4.1 describes the steps Qwest uses to process a Physical Collocation Application and ICDF Collocation, respectively. Qwest has modified these Sections by adding a sentence that requires Qwest,

during the feasibility study, to notify the CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

> 8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. [196]

Section 9.2.1.1 – Section 9 of the SGAT provides terms and conditions for unbundled network elements. This Section 9.2.1.1 has been slightly reworded for grammatical purposes.

> 9.2.1.1 ~~"~~Loop Demarcation Point~~"~~ – ~~is defined f~~For the purposes of this ~~S~~section, Loop Demarcation Point ~~a~~is the point where Qwest owned or controlled facilities cease, and CLEC, ~~e~~End ~~u~~User Customer, owner or landlord ownership of facilities begins.

Section 9.2.2.6.1 – This technical publication referenced in this Section has been corrected.

> 9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the ~~e~~End ~~u~~User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 7738~~475~~ (Unbundled Loops) and 77375 (DS1).

Section 9.2.4.3.1.2 – Section 9.2.4.3.1.2 has been modified to include DS1 capable loops in the list of loops for which Qwest will provide a Firm Order Confirmation within seventy-two hours of receipt of a valid and accurate LSR.

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196 The same sentence has been added to Sections 8.4.3.1 and 8.4.4.1.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, ~~or~~ xDSL-I capable Loop, or DS1 capable Loop Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

Section 9.2.4.3.1.2.2 – Section 9.2.4.3.1.2.2 has been modified to remove the phrase "and wait for," which is unnecessary.

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit ~~and wait for~~ a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to the date the new version is received by Qwest.

Section 9.3.1.1.4 – Section 9.3.1.1.4 describes Qwest's obligation to impose reasonable terms for CLEC access to subloops, prior to the establishment of standard terms and conditions. Qwest has added language from Arizona that further obligates Qwest to respond within 10 business days, and to attempt to permit access pending resolution of any disputes. [197]

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute..

Section 9.3.5.1.2 – Qwest has added language that requires Qwest to keep information received from CLECs related to spectrum management confidential and to use it for spectrum management purposes only:

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197 ACC *Final Order on Emerging Services* (Sub Loop Impasse Issue 1) at page 12 para 63.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

Section 9.3.5.4.1 – Qwest has added consensus language from the Washington Emerging Services workshop that adds clarity to this Section:

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via e-mail, of its intention to provide access to End User eCustomers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar Days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership communicated to another CLEC at the same MTE, Qwest shall provide such notification to requesting CLEC within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User eCustomer side of the terminal, the preceding ten (10) Dday period shall be reduced to five (5) calendar Days from Qwest's receipt of such claim.

Section 9.4.2.3.1 – This Section 9.4.2.3.1 has been updated with a new sentence, which was agreed to by Qwest in Colorado. This Section 9.4.2.3.1 has also been modified by the deletion of the phrase "and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS Splitters." The deletion of this phrase was agreed to in Arizona and Colorado, because the sentence already states Qwest will receive full reimbursement of the cost of POTS Splitters.

9.4.2.3.1 ". . . . In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place Splitters on the COSMIC™/MDF. CLEC either may purchase ~~POTS~~ Splitters or have Qwest purchase the ~~POTS~~ Splitters subject to full reimbursement of the cost of the ~~POTS~~ Splitters plus any pass through actual vendor invoice costs, including but not limited to~~,~~ taxes, shipping and handling~~, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS Splitters~~. . . . "

Section 9.4.2.3.4 – This Section 9.4.2.3.4 has been modified to add language agreed to in Washington, to include a demarcation point on the ICDF.

> 9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the ~~POTS~~ Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable.-

Section 9.4.4.6 – This Section 9.4.4.6 has been modified to add language agreed to in Minnesota, to describe the three configurations explicitly where tie cables may be terminated for POTS Splitters.

> 9.4.4.6 ~~POTS~~ Splitter Tie~~IE~~ Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie~~TIE~~ cable connected to the ~~POTS~~ Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie~~TIE~~ cables and associated blocks per one hundred (100) pair between the ~~POTS~~ Splitter and the ~~intermediate distribution frame~~ICDF or Splitter bay..

Sections 9.4.5.2.2 and 9.4.5.2.3 – These Sections provide terms for the placement of splitter shelves in association with collocation. The revisions in these Sections are in accordance with agreements reached in Arizona and Colorado that Qwest has agreed to include in all of its SGATs.

> 9.4.5.2.2 New ~~POTS~~ Splitter shelves may be ordered at the same time as a new Collocation on ~~via~~ a single Collocation Aapplication form ~~and quote preparation fee~~. A single order processing charge applies. Standard intervals as contained in Exhibit C will apply.

> 9.4.5.2.3 New ~~POTS~~ Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation Aapplication form and the applicable fee to Qwest. Standard ~~Cageless and/or Common Collocation~~ intervals as contained in Exhibit C will apply.

Section 9.4.6.3.3 – This Section 9.4.6.3.3 has been modified to add language to ensure circuit integrity is protected during testing of shared loops:

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the Trouble Isolation Charge (TIC) ~~Charge~~.

Section 9.5.1 – This Section 9.5.1 has been modified to add language agreed to in Arizona to include, as a part of the Network Interface Device (NID) access to the cross connection field:

9.5.1 ". . . The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism.. . . . "

Section 9.5.2.1.3 – This Section 9.5.2.1.3 has been modified by merging the first, incomplete, sentence with the second sentence. The addition of the final sentence is in accordance with Arizona Corporation Commission order on line splitting and NIDs. Qwest has agreed to add the sentence in all the SGATs throughout its region.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either ~~p~~Parties' End User Customers,~~.~~ ~~E~~either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.

Section 9.5.3.2 – Section 9.5.3.2 provides charges for access to the protector field in a Qwest NID. Due to the low volume of demand for this service, Qwest has not implemented billing system changes to assess this charge, so has agreed to waive this charge at this time.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5. As of the Effective Date of this Agreement, Qwest has not

implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

Section 9.5.4.2 – This Section 9.5.4.2 has been modified to reflect language in other SGATs throughout the Qwest region. The ten calendar day interval is included in Section 9.3.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. ~~Qwest shall have ten (10) calendar Days to respond to such an inquiry.~~ If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag ~~their~~its jumper wire.

Section 9.7.2.3 – This Section 9.7.2.3 has been modified to reflect language agreed to in Arizona.[198]

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests Qwest to obtain and connect the electronic equipment, Qwest will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC. In the event CLEC requests that Qwest obtain and connect the electronic equipment to the Dark Fiber and Qwest does so, then the facilities will be rated and treated as tariffed services, UDIT or Loop UNEs of appropriate capacity, as applicable. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

Section 9.7.2.17.1 – This Section 9.7.2.17.1 has been modified to reflect language agreed to in Washington.

9.7.2.17.1 UDF-IOF: ~~Qwest and~~ CLEC ~~shall mutually agree~~may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC ~~must~~will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall

198 *See,* Arizona Staff's Final Proposed Findings of Fact; Access to UNEs, at paras. 273, 291, and 292. Qwest has agreed to bring this language forward into the other states in Qwest's region.

mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

Section 9.7.3.1.1 – This Section 9.7.3.1.1 has been modified to reflect that Qwest has modified its processes to allow CLECs to submit an inquiry form, rather than requiring manual handling by the account team.

9.7.3.1.1 CLEC must submit a UDF inquiry and~~through its account team.~~ CLEC must specify the two (2) locations and the number of fibers requested.

Section 9.7.3.1.3 – This Section 9.7.3.1.3 has been modified to describe simple and complex inquiry responses.

9.7.3.1.3 If there is UDF available, the UDF simple ~~I~~inquiry ~~R~~response and the complex inquiry response for UDF IOF and UDF Loop premises combinations will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

Section 9.7.3.3.1 – This Section 9.7.3.3.1 has been modified to clarify that the ICB quotes for termination at an outside plant structure, are in addition to the installation charges included in Exhibit A.

9.7.3.3.1 Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to the installation charges specified in Exhibit A. The installation interval quoted will be~~will include costs and an interval~~ in accordance with Exhibit C.

Section 9.7.3.4 – This Section 9.7.3.4 has been modified to establish that the rates for cancellation charges are described in Exhibit A.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply in accordance with Exhibit A.

Section 9.7.3.5 – This Section 9.7.3.5 has been modified to describe unbundled dark fiber reservations.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Ssection 9.7.3.1 of this Agreement and receive a UDF Iinquiry Rresponse that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Ffield Vverification that the route to be reserved is available. If CLEC does not obtain a Ffield Vverification, CLEC assumes the risk that records upon which the UDF Iinquiry Rresponse is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) dDays. CLEC must contact Qwest tomay extend or renew reservations if there is delay in completion of the Collocation build. UDF reservations are also available for a six (6) month period if a Collocation Application has not been submitted. CLEC must submit the Collocation Application by the last day of the six (6) month period and contact Qwest with the Collocation Application information to extend the UDF reservation. All applicable UDF recurring charges specified in Ssections 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

Section 9.7.5.1 – This Section 9.7.5.1 has been modified to provide for a new process under which combination inquiry requests will no longer require an SRP form, but can be ordered via the standard complex IRI form. Subsection (c) has been modified to provide a clear definition of the actual work performed.

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) Qwest Wire Centers or between a Qwest Wire Center and a Qwest End User Customer premises. A complex IRI is used to determines if a UDF MTE Subloop is available to gain access to network infrastructure within an MTEbetween a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route, or if a

UDF IOF and UDF Loop combination is available. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

c) EngineeringField Verification. This rate element is an additional records check for Unbundled Dark Fiber, if the request involves splicing work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

Sections 9.7.5.2.1 through 9.7.5.2.10 – These sections describe the rate elements for unbundled dark fiber loops. These sections have been modified to provide charges on a per strand, rather than per fiber pair basis, and to eliminate charges for E-UDF, which is no longer required to be offered by Qwest. These sections take up over four pages of text in the SGAT. The changes to these sections are depicted in revision mark format in the attached redlined SGAT, with footnotes, and are not duplicated in this Notice.

Sections 9.14.1.2 – Section 9.14.1.2 has been modified to reflect the use of the ACS process, rather than a manual process, for providing AIN services.

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

Sections 9.14.1.3 – Section 9.14.1.3 has modified to clarify that AIN Query processing uses SS7 protocol, and to correct a grammatical error:

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

Sections 9.15.4.1, 9.15.4.2 and 9.15.4.4 – Section 9.15.4.1 has been modified to clarify the name of Qwest's Fraud Alert Notification system. Section 9.15.4.2 has been modified to more correctly specify the procedures Qwest uses in managing the system, including adding denial indicators. Section 9.15.4.4 has been modified to allow a CLEC to specify collect calls and third party billing calls to the system.

9.15.4.1 Description - Fraud Alert Notification

Qwest's~~The WatchDog~~ Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Qwest's FMS~~WatchDog~~ issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC ~~e~~End ~~u~~User Customer lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC ~~e~~End ~~u~~User Customer lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its ~~own e~~End ~~u~~User Customers. ~~-~~Such practices include, but are not limited to, adding denial indicators for billed to third and/or collect call Billing and initiating denial blocks on calling card personal identification (PIN) numbers~~removing from valid data those data which incur fraud or uncollectible toll charges~~.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB d~~D~~ata s~~S~~torage, CLEC will provide Qwest a contact for fraud notification. The contact must be available twenty-four (24) hours a day, seven (7) days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card, collect calls and/or third party billing. Any request of this type must be followed up by a fax or email ~~as a~~ confirmation.

Sections 9.23.2 and 9.23.3.6.3 – Section 9.23.2 has been modified in two respects. First, Primary Rate ISDN and Digital Switched Service (DSS) have been removed from the list of UNE Combinations available in the SGAT, as these services involve the combination of loops

with DS-1 capacity unbundled switching, which Qwest is no longer obligated to provide in South Dakota.[199] Second, Section 9.23.2 has added Public Access Lines (PALs) to the list of UNE Combinations available to CLECs. PALs are further described in new Section 9.23.3.6.1. The addition of PALs to Sections 9.23.2 and 9.23.3.6.1 is the result of recent interconnection agreement negotiations with AT&T. Qwest has agreed to include PALs in its fourteen state SGATs.

> 9.23.2 UNE Combinations are available in, but not limited to, the following standard products: a) ~~-~~UNE-P in the following form: _(i) 1FR/1FB Plain Old Telephone Service (POTS), _(ii) ~~ISDN — either -~~Basic Rate ISDN~~or Primary Rate, (iii) Digital Switched Service (DSS)~~, _(iii~~iv~~)~~ PBX Trunks, ~~and -~~(iv) Centrex; and (v) Public Access Lines (PAL); and b) ~~-~~EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements~~making up the UNE Combination~~ are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire and execute an amendment before ordering such products.
>
> 9.23.3.6.3 UNE-P-PAL: -- Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for PAL are available with UNE-P-PAL. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

Section 9.23.3.3 – Section 9.23.3.3 has been modified to describe the various types of UNE-P PBX combinations available in the SGAT. This change was also the result of an agreement between Qwest and AT&T in recent interconnection agreement negotiations.

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199 *See,* 47 CFR 51.319(d)(3).

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Analog Direct Inward Dialing (DID) Trunks. UNE-P-PBX with Analog non-DID Trunks are~~is~~ comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. UNE-P-PBX with Analog 1-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, DID Trunk Port, and Shared Transport. UNE-P-PBX with Analog 2- Way DID Trunks are comprised of the following Unbundled Network Elements: Analog – 4 wire voice grade Loop, DID Trunk Port~~2/4 Wire Analog Loop~~, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and Analog DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

Section 9.23.3.6 – Section 9.23.3.6 has been modified to describe the three types of Centrex available to CLECs as a UNE combination. This change was also the result of an agreement between Qwest and AT&T in recent interconnection agreement negotiations.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. There are three (3) types of UNE-P Centrex: Centrex 21, Centrex Plus, and Centron. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 ~~w~~Wire ~~v~~Voice ~~g~~Grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex ~~s~~Service are available with UNE-P-Centrex.

Section 9.23.3.7.2.12.6 – This Section has been modified to include the Service Interval Guide as the correct reference for service intervals:

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG)~~are equivalent to the respective Private Line Transport Service~~ on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html.

Section 9.23.3.8.5 – The term "EEL Transport" has been deleted from Section 9.23.3.8.5 because Qwest does not require CLECs to submit separate LSRs for EEL Transport and Multiplexed EEL, as Multiplexed EEL typically includes EEL Transport.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL~~, EEL Transport~~ and EEL Loop~~inks~~ must be ordered on separate LSRs.

Section 9.23.3.12 – Section 9.23.3.12 provided a transitional period during which Qwest would waive termination liability assessments for converting retail services to UNEs or UNE Combinations. The transition period expired on November 30, 2001. As a result, the transition is no longer operational, and the transition period has been deleted.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. ~~Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder.~~ Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions.

Section 10.2.2.4 – Section 10.2. provides terms for local number portability ("LNP"). Section 10.2.2.4 provides initial terms and conditions for LNP-Unbundled Loop cutovers and coordination. Qwest agreed to remove the last sentence in this Section, based on the more detailed process description included in Section 10.2.5.3.1, consistent with approved LNP Performance Indicator Description PID OP-17.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer~~return~~ of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP ~~M~~managed ~~C~~cut, as described in Section 10.2.5.4.~~—If~~

~~CLEC requests Qwest to do so by 8:00 p.m. mountain time, Qwest will assure that the Qwest Loop is not disconnected that day.~~

Section 10.2.2.13 – Section 10.2.2.13 provides for the porting of reserved numbers. This Section had originally bound Qwest to not reserve telephone numbers, in accordance with the then effective FCC rules. However, the FCC changed its rules, allowing numbers to be reserved.[200] As a result, this Section has been modified to require Qwest to reserve telephone numbers in accordance with the FCC's rules.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may ~~P~~port Reserved Numbers from one Party to the other Party via LNP. Qwest will ~~P~~port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will ~~no longer~~ reserve telephone numbers in accordance with the FCC's rules~~for End User Customers~~.

Section 10.3.8.2 –Section 10.3.8.2 has been deleted, as this Section provides for a form of interim number portability – remote call forwarding – which is no longer available due to the ubiquitous availability of LNP.

~~10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded to" number and an indication that the number is ported shall be added to the end user record by CLEC.~~

Section 10.3.9 –Section 10.3.9 is a new Section of the SGAT that provides terms and conditions for PS/ALI service. PS/ALI provides end user customers using a private telephone switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for

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200 *See, Numbering Resource Optimization* order, Second Report and Order, Order on Reconsideration in CC Docket No. 96-98 and CC Docket No. 99-200, and Second Further Notice of Proposed Rulemaking in CC Docket No. 99-200, rel. December 29, 2000, pages 50-51, ¶ 114; and, Third Report and Order and Second Order on Reconsideration in CC Docket No. 96-98 and CC Docket No. 99-200, rel. December 28, 2001, page 50, ¶ 114.

individual telephone stations served by the PBX or Centrex/Centron. The addition of this language is pursuant to proceedings in South Dakota and Minnesota whereby Qwest agreed to add this language to all its SGATs.

10.3.9 Public Switch/Automatic Location Identification (PS/ALI) Service.

10.3.9.1 PS/ALI Description

10.3.9.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.1.2 CLEC's PS/ALI End User Customer systems are viewed as a Serving Wire Center within the E911 network. The Automatic Number Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical End Office Switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received, or the default Emergency Service Number (ESN). Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network, where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

10.3.9.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

10.3.9.2 PS/ALI Terms and Conditions

10.3.9.2.1 PS/ALI service is only available in areas where E911 is currently supported. PS/ALI is not available with Basic 911 service.

10.3.9.2.2 CLEC or CLEC's PS/ALI End User Customer is responsible for establishing and maintaining the E911 database records for the

PBX/Centrex/Centron. CLEC or CLEC's PS/ALI End User Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of End User Customer provided information.

10.3.9.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the ~~P~~private Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven (7) digit numbering system and the associated ANI for every station within the ~~P~~private Switch. If the seven (7) digit telephone number is not dialable, CLEC's PS/ALI End User Customer is responsible to identify the associated call back telephone number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If CLEC's PS/ALI End User Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

10.3.9.2.4 For PS/ALI resold service, CLEC shall meet the terms and conditions for Qwest's PS/ALI retail product.

10.3.9.3 PS/ALI Database Updates

10.3.9.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide the CLEC's PS/ALI End User Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

10.3.9.3.2 CLEC's PS/ALI End User Customer will provide the input and validation of station data directly into the ALI database. CLEC's PS/ALI End User Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish CLEC with any variations to NENA recommendations required for PS/ALI database input.

10.3.9.4 PS/ALI Database Accuracy

10.3.9.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to CLEC or CLEC's PS/ALI End User Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

10.3.9.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records.

10.3.9.5 PS/ALI Interconnection

10.3.9.5.1 Facilities-based CLEC shall interconnect direct trunks from CLEC's network to the PSAP or the E911 ~~tandem~~Tandem Switch (Selective Router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, CLEC may route PS/ALI calls over CLEC's existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either the CLEC's Switch and the E911 Selective Router or PSAP or between the CLEC's PS/ALI End User Customer PBX/Centrex/Centron and the E911 Selective Router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 Interconnection.

10.3.9.5.2 For a reseller CLEC, or a CLEC using Unbundled Switching, CLEC's PS/ALI End User Customer is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some Qwest End Office Switches over PRI trunks. If CLEC's PS/ALI End User Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

10.3.9.6 PS/ALI Rate Elements

10.3.9.6.1 Rates and charges for PS/ALI service will be assessed based on CLEC's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

10.3.9.6.2 Recurring Rates - ALI Service Features

10.3.9.6.2.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served).

10.3.9.6.2.2 Monthly recurring rate for SR for routing to designated PSAP.

10.3.9.6.3 Nonrecurring Rates

10.3.9.6.3.1 A one time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

10.3.9.6.3.2 PS/ALI Resale.

10.3.9.6.3.3 Network Access Channel (NAC) per station location.

10.3.9.6.3.4 Channel Connection (CC) per station location.

10.3.9.6.3.5 Channel Performance (CP) per station location.

10.3.9.6.3.6 Channel Transmission (CTP) per station.

10.3.9.6.3.7 Transport Mileage – Interoffice mileage between different Serving Wire Centers and is composed of mileage bands based on a fixed or a per mile rate.

10.3.9.7 PS/ALI Ordering

10.3.9.7.1 Facilities-based CLEC – PS/ALI Ordering

10.3.9.7.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI ~~J~~joint ~~P~~planning ~~M~~meeting, CLEC's PS/ALI Interconnection arrangement will determine the ordering process to be followed. If CLEC is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI

traffic, CLEC will not be required to issue any changes to the existing E911 Interconnection arrangement. If CLEC determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from CLEC Switch to the Qwest SR, CLEC will follow the process outlined in the PCAT E911 ordering section.

10.3.9.7.1.2 ALI service features may be ordered from Qwest or directly from the third party database provider. If ordering from Qwest, CLEC will use the ASR process. If ordering directly from the third party provider, CLEC will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

10.3.9.7.2 Resale – PS/ALI Ordering

10.3.9.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

10.3.9.8 PS/ALI Billing

10.3.9.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring Billing.

Section 10.4.2.3 – Section 10.4 provides terms for Listings. Section 10.4.2.3 has been modified to correct the name of a Qwest document to "Facility Based CLECs and Reseller/Unbundled Network CLECs Listings User Document." In addition, the phrase "for Qwest's official directory publisher" has been added to clarify the schedules and deadlines that will be provided to CLEC.

10.4.2.3 Information on submitting and updating ~~l~~Listings is available in "~~Qwest~~ Facility Based ~~and~~ CLECs~~Co-Provider~~ and Reseller/Unbundled Network CLECs Directory Listings User Documents." Qwest will furnish CLEC the ~~l~~Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

Section 10.4.2.24 –Section 10.4.2.24 has been modified to remove references to Qwest Dex, as Qwest Dex is no longer an affiliate of Qwest.

> 10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor~~(including, without limitation, Qwest Dex, Inc.) (an Affiliate) or contractor~~, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's ~~l~~Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's ~~e~~End ~~u~~User Customers.

Section 10.8.1.2 – Section 10.8 provides terms and conditions for access to Poles, Ducts, Conduit and Right of Way ("ROW"). Section 10.8.1.2 has been modified through the addition of language that expands the definition of duct to include duct in an MTE.

> 10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building Entrance ~~f~~Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

Section 10.8.2.10.2 – Section 10.8.2.10.2 has been modified through the addition of one sentence that commits Qwest to provide CLECs with non-discriminatory access to poles, innerduct and rights-of-way, as agreed to in Colorado workshops.

> 10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or

other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

Section 10.8.2.26 – Section 10.8.2.26 has been modified through the addition of one sentence, that was agreed to in a Minnesota proceeding, that commits Qwest to not enter into ROW agreements that preclude CLECs from using ROW over which Qwest has ownership or control.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLECs from using ROW over which Qwest has ownership or control. Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

Section 10.8.4.2 – Section 10.8.4.2 has been revised to reflect that rates were removed from Exhibit D and are included in Exhibit A, and to break one long sentence into two shorter sentences for improved clarity.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus $10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable, ~~:~~ depending on whether the request is for poles, duct/innerduct/conduit, or ROW ~~or poles~~: (a) in the case of duct/innerduct~~/duct~~/conduit, a field survey and site investigation of the duct/innerduct/~~duct~~/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct~~/duct~~/conduit; identification of ~~M~~make-~~R~~ready costs required to provide space; the schedule in which the ~~M~~make-~~R~~ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the

instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or _(c) ~~i~~In the case of poles, estimates of ~~M~~make-~~R~~ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. ~~on Attachment 2 of Exhibit D and~~ The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) calendar Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time~~,~~ is not part of the forty-five (45) ~~d~~Day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar Days. [201]

Section 12.2.6 – Section 12.2.6 discusses the Change Management Process. Qwest has included a copy of the Change Management Document as Attachment G of the SGAT. However, the Change Management Document is the subject of ongoing discussions through the Change Management Process. As such, the Change Management Document is a constantly evolving document. Rather than include a copy of the current version of the Change Management Document as an attachment to the SGAT, and, thus, either constantly update the document or having an outdated Change Management Document in the SGAT, Qwest has proposed removing the Change Management Document from the SGAT, and, instead, relying on the publicly posted, most up-to-date version of the Document.

12.2.6 ". . . Qwest will maintain as part of CMP~~,~~ an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management "Process" ~~is attached as Exhibit G (the "CMP Document"). As of the date of filing, t~~The ~~CMP~~ Document ~~(Exhibit G)~~ is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. ~~Not all of the sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and t~~The CMP Document will ~~be~~ continue~~d~~ to be changed through those discussions. The CMP Document~~Exhibit G~~ reflects the commitments Qwest has made regarding maintaining its CMP ~~as of the date of filing,~~ and Qwest commits to implement

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201 Revised to reflect that rates were removed from Exhibit D and are included in Exhibit A. Also correction of typographical errors.

agreements made in the CMP redesign process as soon as practicable after they are made. ~~Following the completion of t~~The CMP Document~~, Exhibit G~~ will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

12.2.6.2 Release updates will be implemented pursuant to the CMP ~~set forth in Exhibit G~~.

12.2.6.3 ~~Notwithstanding any other provision in this Agreement, the CMP document attached as Exhibit G will be modified pursuant to the terms of Exhibit G, or the procedures of the redesign process, and incorporated as part of the SGAT without requiring the execution or filing of any amendment to this Agreement~~Intentionally Left Blank.

Section 12.2.9.3.2 – Section 12.2.9.3.2 describes the Stand-Alone Test Environment ("SATE"). The revisions reflect that SATE actually will take pre-order and order requests, rather than simply state the passive form that "Qwest has developed" SATE.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's ~~has developed a~~ stand-alone testing environment ~~to~~ will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

Section 12.3.3.5.1 – Section 12.3.3.5.1 has been modified by eliminating the phrase "other interconnecting" as this Section may also apply to CLECs that do not interconnect (e.g., resellers).

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to ~~other~~

~~interconnecting~~ CLECs as itself, its End User Customers, its Affiliates, or any other party.

Section 12.3.10.1 – Section 12.3.10.1 has added "type and" for consistency in the SGATs in Qwest's region.

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

Sections 15 and 15.1 – The title of Section 15 has been changed from "Qwest Dex" to "Qwest Official Directory Publisher" to reflect the fact that Qwest Dex is no longer an affiliate of Qwest. Similar changes have been made to Section 15.1:

Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER~~west Dex~~

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages L~~l~~istings, directory coverage access to call guide pages (phone service pages), applicable L~~l~~istings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher ~~Dex~~. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher ~~Dex~~.

Section 17.15 – The first sentence of Section 17.15 is pursuant to a decision of the Washington Utilities and Transportation Commission, and Qwest has agreed to add to the SGATs throughout the Qwest region.[202] Other changes are grammatical only:

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received with

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202 The sentence is in compliance with the Washington Utilities and Transportation Commission's Twentieth Supplemental Order, ¶ 428.

CLECs under this SGAT or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC ~~to elect~~ to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this ~~SGAT~~Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

Sections 18.2.8.2 and 18.2.10 – The term "non-requesting Party" has been used rather than "audited Party" and the term "requesting Party" rather than "Auditing Party" for consistency throughout Section 18.

18.2.8.2 Notwithstanding the foregoing, the ~~audited~~ non-requesting Party shall pay all of the ~~Auditing~~ requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the ~~auditing~~ requesting Party.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the ~~Auditing~~ requesting Party shall be borne by the ~~Audited~~ non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

Section 21.3 – Qwest has added Technical Publication GR-317 to include the industry standard associated with Common Channel Signaling:

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:. . .:

GR-317CORE Call Control Using Integrated Services Digital User Part (ISDNUP)

C. Correction of Typographical, Grammatical and Other Non-Substantive Matters.

The updated SGAT also contains a number of corrections to typographical errors, grammatical changes, name changes, and capitalization changes. Throughout the revised red-lined SGAT attached to this Notice, Qwest has made several types of revisions that are identified in revision mark format, but are not footnoted. Those changes that are not footnoted are non-substantive, and fall into one of the following categories.

1) the term "End User" is changed to the defined term "End User Customer";

2) the term "SGAT" is generally changed to the term "Agreement," to conform with the common use throughout the SGAT, which reflects that the SGAT is intended to become an agreement between a CLEC and Qwest;

3) the term "a CLEC" is changed to "CLEC" because the term "CLEC" is a defined term (which means the particular CLEC who is a party to the agreement);

4) defined terms are capitalized, and undefined terms are reduced to lower case because the convention in the SGAT is to capitalize those terms defined in Section 4;

5) all numbers are expressed in a consistent format, such as "ten (10)";

6) in Section 8, Collocation, the term "application" has been changed to "Collocation Application" where appropriate to avoid confusion with the other types of applications used in Section 8 (e.g., "Joint Testing Application" or Collocation Space Reservation Application;

7) instances where Section 12 is referred to as "Support Functions Section" have been changed to "Operational Support Systems Section" to reflect the actual name of Section 12;

8) changed the term "POTS Splitter" to the defined term "Splitter" throughout the SGAT; and

9) Qwest has corrected punctuation, spelling and grammar throughout.

All of the above changes are identified in the red-lined SGAT in revision mark format, but are not footnoted to avoid unnecessarily cluttering the redlined SGAT with repetitive footnotes.

Exhibit A also contans numberous formatting and organizational changes intended to clarify terminology and the presentation of prices, and establish organizational and numbering consistency throughout Qwest's 14-state region. These changes are highlighted in the redlined version of Exhibit A and explained in more detail in the TRO roadmap.

III. CONCLUSION

For the foregoing reasons, Qwest respectfully requests that the Commission allow this version of the SGAT to go into effect.

RESPECTFULLY SUBMITTED this 20th day of February, 2004.

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STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY QWEST CORPORATION IN THE STATE OF

SOUTH DAKOTA

FIFTH~~FOURTH~~ REVISION

~~DECEMBER 12, 2002~~FEBRUARY 20, 2004

RECEIVED
FEB 23 2004
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
Elec. Rec'd 2/20/04

QWEST CORPORATION I
IN THE STATE OF I

SECTION 1.0 - GENERAL TERMS 1

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION 5

SECTION 3.0 - CLEC INFORMATION 7

SECTION 4.0 - DEFINITIONS 9

SECTION 5.0 - TERMS AND CONDITIONS 31

5.1 GENERAL PROVISIONS 31
5.2 TERM OF AGREEMENT 32
5.3 PROOF OF AUTHORIZATION 32
5.4 PAYMENT 33
5.5 TAXES 35
5.6 INSURANCE 35
5.7 FORCE MAJEURE 36
5.8 LIMITATION OF LIABILITY 37
5.9 INDEMNITY 37
5.10 INTELLECTUAL PROPERTY 38
5.11 WARRANTIES 41
5.12 ASSIGNMENT 41
5.13 DEFAULT 42
5.14 DISCLAIMER OF AGENCY 42
5.15 SEVERABILITY 42
5.16 NONDISCLOSURE 42
5.17 SURVIVAL 45
5.18 DISPUTE RESOLUTION 45
5.19 CONTROLLING LAW 48
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 48
5.21 NOTICES 48
5.22 RESPONSIBILITY OF EACH PARTY 49
5.23 NO THIRD PARTY BENEFICIARIES 49
5.24 RESERVED FOR FUTURE USE 50
5.25 PUBLICITY 50
5.26 EXECUTED IN COUNTERPARTS 50
5.27 COMPLIANCE 50
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 50
5.29 COOPERATION 50
5.30 AMENDMENTS 51
5.31 ENTIRE AGREEMENT 51

SECTION 6.0 – RESALE 52

6.1 DESCRIPTION 52
6.2 TERMS AND CONDITIONS 52
6.3 RATES AND CHARGES 57
6.4 ORDERING PROCESS 58
6.5 BILLING 59

6.6 MAINTENANCE AND REPAIR 60
6.7 COMMINGLING OF RESOLD SERVICES WITH UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS 60

SECTION 7.0 - INTERCONNECTION 61

7.1 INTERCONNECTION FACILITY OPTIONS 61
7.2 EXCHANGE OF TRAFFIC 63
7.3 RECIPROCAL COMPENSATION 74
7.4 ORDERING 80
7.5 JOINTLY PROVIDED SWITCHED ACCESS SERVICES 82
7.6 TRANSIT RECORDS 82
7.7 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING 83

SECTION 8.0 - COLLOCATION 84

8.1 DESCRIPTION 84
8.2 TERMS AND CONDITIONS 86
8.3 RATE ELEMENTS 114
8.4 ORDERING 121
8.5 BILLING 137
8.6 MAINTENANCE AND REPAIR 138

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS 139

9.1 GENERAL TERMS 139
9.2 UNBUNDLED LOOPS 152
9.3 SUBLOOP UNBUNDLING 173
9.4 LINE SHARING 185
9.5 NETWORK INTERFACE DEVICE (NID) 198
9.6 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT) 202
9.7 UNBUNDLED DARK FIBER 213
9.8 SHARED TRANSPORT 227
9.9 UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE) 228
9.10 LOCAL TANDEM SWITCHING 229
9.11 LOCAL SWITCHING 231
9.12 CUSTOMIZED ROUTING 244
9.13 ACCESS TO SIGNALING 245
9.14 AIN SERVICES 249
9.15 LINE INFORMATION DATABASE (LIDB) 252
9.16 8XX DATABASE 259
9.17 INTERNETWORK CALLING NAME (ICNAM) 261
9.18 ADDITIONAL UNBUNDLED ELEMENTS 265
9.19 CONSTRUCTION CHARGES 265
9.20 UNBUNDLED PACKET SWITCHING 265
9.21 LINE SPLITTING 270
9.22 RESERVED FOR FUTURE USE 275
9.23 UNBUNDLED NETWORK ELEMENT COMBINATION 275
9.24 LOOP SPLITTING 291
9.25 LINE PARTITIONING 294

SECTION 10.0 - ANCILLARY SERVICES 300

10.1 INTENTIONALLY LEFT BLANK. 300

10.2 LOCAL NUMBER PORTABILITY 300
10.3 911/E911 SERVICE 308
10.4 WHITE PAGES DIRECTORY LISTINGS 316
10.5 DIRECTORY ASSISTANCE 320
10.6 DIRECTORY ASSISTANCE LIST 324
10.7 TOLL AND ASSISTANCE OPERATOR SERVICES 327
10.8 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY 331

SECTION 11.0 - NETWORK SECURITY 345

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) 351

12.1 DESCRIPTION 351
12.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING 351
12.3 MAINTENANCE AND REPAIR 363

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS 375

SECTION 14.0 - LOCAL DIALING PARITY 376

SECTION 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER 377

SECTION 16.0 - REFERRAL ANNOUNCEMENT 378

SECTION 17.0 - BONA FIDE REQUEST PROCESS 379

SECTION 18.0 - AUDIT PROCESS 382

SECTION 19.0 - CONSTRUCTION CHARGES 385

SECTION 20.0 - SERVICE PERFORMANCE 386

SECTION 21.0 - NETWORK STANDARDS 387

SECTION 22.0 - SIGNATURE PAGE 391

EXHIBIT A South Dakota Rates

EXHIBIT B Service Performance Indicators

EXHIBIT B1 PO-20 – Manual Service Order Accuracy

EXHIBIT C Service Interval Tables

EXHIBIT D Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document

EXHIBIT E Vertical Switch Features for UNE Switching

EXHIBIT F Special Request Process

EXHIBIT G ~~Change Management Process (CMP)~~Intentionally Left Blank[1]

EXHIBIT H Reserved for Future Use

EXHIBIT I Individual Case Basis (ICB)

EXHIBIT J Election of Reciprocal Compensation Option

EXHIBIT K Performance Assurance Plan

EXHIBIT L Advice Adoption Letter

EXHIBIT M Interim Advice Adoption Letter

[1] Section 12.2.6 discusses the change management process. In the past, Qwest has included a copy of the Change Management Document as Attachment G of the SGAT. But, the Change Management Document is the subject of ongoing discussions at through the Change Management Process. As such, the Change Management Document is a constantly evolving document. Rather than include a copy of the current version of the Change Management Document as an attachment to the SGAT, and, thus, either constantly updating the document or having an outdated Change Management Document in the SGAT, Qwest has proposed removing the Change Management Document from the SGAT, and, instead, relying on the publicly posted, most up-to-date version of the Document.

Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. [2]

1.2 Intentionally Left Blank.

1.3 This SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of South Dakota, for purposes of providing local Telecommunications Services. This SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection Agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to the notice provision. The Parties shall satisfy all state Interconnection Agreement filing requirements. [3]

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this

---

[2] Throughout this revised SGAT, Qwest has made several types of revisions that are identified in revision mark format, but are not footnoted. Those changes that are not footnoted are non-substantive, and fall into one of the following categories. First, the term "End User" is changed to the defined term "End User Customer". Second, the term "SGAT" is generally changed to the term "Agreement", to conform with the remainder of this document, and to reflect that this document is intended to become an agreement between a CLEC and Qwest. Third, because the term "CLEC" is a defined term (which means the particular CLEC who is a party to the agreement), the term "a CLEC" is changed to "CLEC". Fourth, because the convention in the SGAT is to capitalize those terms defined in Section 4, defined terms are capitalized, and undefined terms are reduced to lower case. Fifth, all numbers are expressed in a consistent format, such as "ten (10)". Sixth, in Section 8, Collocation, the term "application" has been changed to "Collocation Application" where appropriate to avoid confusion with the other types of applications used in Section 8 (e.g., "Joint Testing Application" or Collocation Space Reservation Application." Seventh, because the title of Section 12 of the SGAT is "Operational Support Systems Section", instances where Section 12 is referred to as "Support Functions Section" have been corrected. Finally, Qwest has corrected punctuation, spelling and grammar throughout. All such changes are identified in revision mark format, but are not footnoted.

[3] The term "Agreement" was previously omitted in error.

SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual Agreement with any requesting Carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Intentionally Left Blank.

1.7 Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Change Management Process (CMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). CLEC must first ~~update~~complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options: [4]

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice

[4] Qwest has added the term "Change Management Process" for clarity. The term "complete" is used in all other state SGATs and is being updated in this filing.

Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is Legitimately Related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are ~~not~~ Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.[5]

1.8.2.1 Nothing in this SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept

[5] Correction of typographical error.

and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorneys' fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith"," then that Party shall be responsible for reimbursing the other Party for its reasonable attorneys' fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the South Dakota Commission.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of ~~the date hereof~~October 2, 2003 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendeancy of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their

obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendeancy of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed. [6]

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.[7]

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

2.3.1 Intentionally Left Blank.

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6 The inclusion of the October 2, 2003 date provides greater clarity on the period covered by "Existing Rules". The addition of the sentence in the middle of Section 2.2 is intended to clarify that Commission decisions on pricing are to be effective at the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. The definition of "legally binding" for the purposes of this section is contained in the last sentence of Section 2.2.

7 The inclusion of new Section 2.2.1 is to clarify that while Qwest believes that the changes to the SGAT proposed herein are in conformance with the TRO, the Parties are not precluded from participating in proceedings before the Courts or regulators to modify or interpret the TRO.

Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant New ~~new~~ Product ~~p~~Questionnaire ~~q~~ and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

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Section 4.0 - DEFINITIONS

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

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

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

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

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

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

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

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

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

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

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

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

defines the industry standard for message recording.

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

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

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification ("ALI") data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

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

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

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

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

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

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

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

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

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

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

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

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

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

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

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

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

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

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

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

~~"Commission" means the Public Utilities Commission of the State of South Dakota.~~

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

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services. [8]

"Commingle" means the act of Commingling. [9]

"Commission" means the South Dakota Public Utilities Commission.[10]

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

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

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

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

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

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).[11]

"Custom Calling Features" comprise a group of features provided via a Central Office Switch

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8 *See,* 47 CFR 51.5.

9 *See,* 47 CFR 51.5.

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without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

~~"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).~~ [12]

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

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

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

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

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data. [13]

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" is a Qwest provided digital transmission path between ~~locations designated by CLEC to which CLEC is granted exclusive use. Such locations may include, but not be limited to,~~ Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches to which CLEC is granted exclusive use. The path may operate at DS1 or DS3 ~~higher~~ transmission speeds. Dedicated Transport is also described in Section 9. [14]

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

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation

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13 In 2002, Qwest agreed with Contact Communications to add this definition of Data Local Exchange Carrier to the Wyoming SGAT. Because the term is used in Section 9.21, it is being added in all fourteen state SGATs for consistency.

14 The TRO Order limited Qwest's obligation to provide Dedicated Transport to DS1 and DS3 transmission speeds. *See,* 47 CFR 51.319(e)(1)-(2).

groups are to report that all documents and materials have been received and are complete.

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

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross_-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross_-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross_-Connect (DSX) or Light Guide Cross_-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

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

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

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

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

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

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

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

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

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

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

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

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

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

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

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

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

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

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

~~"Due Date" means the specific date on which the requested service is to be available to the~~

~~CLEC or to CLEC's End User Customer, as applicable.~~ [15]

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

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable. [16]

"Effective Date" shall have the meaning set forth in Section 1.4.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

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

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

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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

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

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

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[15] Move below to be in correct alphabetical order.

[16] Moved from above to be in correct alphabetical order.

"Exchange Access" (IntraLATA Toll) as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of the SGAT shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"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 Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

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

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

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

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

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

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

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

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

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

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this SGAT to Qwest pursuant to the notice provision of the SGAT, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(f) of the Act.

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

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

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

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

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual Interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other Interconnection, services or elements in the approved Interconnection Agreement. These rates, terms and conditions are those that, when taken together, are the necessary rates, terms and conditions for establishing the business relationship between the Parties as to that particular Interconnection, service or element. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

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

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

"Line Side" refers to End Office Switch connections that have been programmed to treat the

circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

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

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

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

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

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

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

~~"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.~~[17]

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

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

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP. [18]

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17 This definition has not been changed. It has been moved to be placed in the correct alphabetic order in this Section.

18 This definition has not been changed. It has been moved to be placed in the correct alphabetic order in this Section.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.[19]

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

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

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

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

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

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

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

~~"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.~~[20]

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

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

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

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19 This definition has not been changed. It has been moved to be placed in the correct alphabetic order in this Section.

20 This definition has not been changed. It has been moved to be placed in the correct alphabetic order in this Section.

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

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

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

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

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

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

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an

automatic event driven manner (without manual intervention) via the interface for the OSS fFunction in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two (2) and four (4) seconds for the connection and an average transaction transmittal. The specific agreed metrics for "Nnear-Rreal-Ttime" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

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

"Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer Ppremises wiring to Qwest's dDistribution plant, such as a cross connect device used for that purpose. [21]

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

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

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

"Non-Qualifying Service" is a service that is not a Qualifying Service. [22]

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

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

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7), original Bell Operating

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21 The addition of the phrase "(including all of its features, functions and capabilities)" is consistent with the Arizona Staff's Final Findings of Facts Line Splitting and Network Interface Devices (NID Disputed Issue No. 5 at page 40 para 174) and has been incorporated for consistency among the fourteen SGATs in Qwest's region.

22 *See,* TRO at 47 CFR § 51.5.

Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that gGeographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

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

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

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

"Originating Line ~~Information" or "OLI" is an CCS SS7 Feature Group D~~ Information Parameter" or "OLIP" is a CCS SS7 signaling parameter~~ which refers to the number transmitted through the network identifying the Billing number of the calling party~~ that identifies the line class of service, i.e., originating screening and routing translation. [23]

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

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

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

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

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and IntraLATA Ttoll minutes sent between the Parties over Local Interconnection tTrunks. Directory Assistance Services, CMRS traffic, transiting calls from other

[23] Revised to correct definition based on industry standard "GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)."

LECs and Switched Access Services are not included in the calculation of PLU.

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

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

"Physical Collocation" shall have the meaning set forth in Section 8.1.1. [24]

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

~~"Physical Collocation" shall have the meaning set forth in Section 8.1.1.~~ [25]

~~"Pole Attachment" shall have the meaning set forth in Section 10.8.1.~~ [26]

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

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

"Pole Attachment" shall have the meaning set forth in Section 10.8.1. [27]

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each ~~l~~Line ~~s~~Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

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

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

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request

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[24] This definition has not been changed. It has been moved to be placed in the correct alphabetic order in this Section.

[25] *Id.*

[26] *Id.*

[27] *Id.*

services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

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

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

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

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

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

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

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

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

"Qualifying Service" is a Telecommunications Service that competes with a Telecommunications Service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited to, Local Exchange Service, such as plain old telephone service (POTS), and Access Services, such as Digital Subscriber Line services and high capacity circuits. Services used solely as an input for CLEC to provide retail interexchange or Information Services are not Qualifying Services.[28]

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

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes, but is not necessarily limited to: DC

[28] *See,* TRO at 47 CFR § 51.5.

power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

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

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

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.

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

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

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

"Selective Router" means the equipment necessary for Selective Routing.

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

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

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

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

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service

would normally be provided to a particular Customer ~~P~~premises.

"Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

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

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

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

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

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

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common channel Signaling (CCS) messages.

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

"Spectrum Compatibility" means the capability of two (2) ~~C~~copper ~~l~~Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all ~~l~~Loop lengths, model ~~l~~Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single ~~L~~Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

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

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

combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

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

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

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

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

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

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

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

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

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

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

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

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, *e.g.*, pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

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

"Unbundled Network Element" ("UNE") is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.[29]

"Unbundled Network Element Platform" or "UNE-P" is a combination of Unbundled Network Elements as set forth in Section 9.23.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

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

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC,

[29] *See,* TRO at paras. 659 and 664.

Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"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.

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

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

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

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in Section 1.4 pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

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

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the -term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

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

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

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment ~~D~~due ~~D~~date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment ~~D~~due ~~D~~date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party ~~in~~ at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment ~~D~~due ~~D~~date identifying the amount,

reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies. [30]

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

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in ~~S~~section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

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

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30 The term "through informal means" is being added to be consistent with Qwest's other state SGATs.

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

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

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

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

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

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

affiliated Party fails to meet such obligations.

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

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

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

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

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

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

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

5.8 Limitation of Liability

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

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

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

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

5.8.6 Intentionally Left Blank.

5.9 Indemnity

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

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

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

such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's~~,~~ End User Customers regardless of whether the underlying service was provided or Unbundled Network Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a ~~POTS~~ Splitter: "End User Customer" means the DSL provider's End User Customer ~~–~~for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

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

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

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the ~~–~~purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and

regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

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

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

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment,

services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: _1) it is connected, or in any way affiliated with the other or its Affiliates; _2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; _3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or _4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

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

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

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

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

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

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

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

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

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

5.11 Warranties

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

5.12 Assignment

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

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that CLEC serves in whole or in part through facilities or services provided

by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the ~~T~~transferee with respect to ~~T~~transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into ~~i~~interconnection ~~A~~agreements under § 252 of the Act.

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer

specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

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

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. ~~In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information.~~ Each~~The~~ Parties~~y~~ shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information. [31]

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

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

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

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

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services

[31] The changes to Section 5.16.3 are in conformance with Section 222 of the Act.

pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

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

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

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

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

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

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

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

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to Qwest under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible

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

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that CLECs ~~have~~has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

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

5.17 Survival

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

5.18 Dispute Resolution

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

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative

with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. This request for arbitration is an offer to arbitrate which shall not be binding unless both Parties agree to arbitration. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The Party who requested arbitration may choose to have the arbitration conducted in the city of its principal place of business, or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate. [32]

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by

[32] Revised to consensus language to be consistent with Qwest's other state SGATs.

the aArbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 Qwest and CLEC shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Aarbitrator. The Aarbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

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

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

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Aarbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Aarbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

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

5.18.5 Any Dispute arising out of this Agreement must be brought by either Party within

the time for bringing such action provided by South Dakota law.

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

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

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

5.19 Controlling Law

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

5.20 Responsibility for Environmental Contamination

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

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

5.21 Notices

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

Qwest Corporation
Director Interconnection Agreements~~Compliance~~
1801 California, Room 24002~~410~~
Denver, CO 80202
Email _____
Phone _____
Fax _____

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202
Email _____
Phone _____
Fax _____

and to CLEC at the address shown below:

_____
_____
Email _____
Phone _____
Fax _____

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with

any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use

5.24.1 Reserved for Future Use.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

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

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. [33]

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between ~~Qwest and CLEC~~ the Parties with regard to the subjects of this Agreement and supersedes ~~all~~ any prior ~~oral or written~~ understandings, agreements, or representations, ~~statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.~~ by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement. [34]

~~5.32 Reserved for Future Use~~

[33] This new Section 5.30.3 is intended to clarify the process for amending the Agreement.

[34] The revisions to this Section are intended to clarify the scope of the Agreement.

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of eEnd ~~u~~User Customers to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail eEnd ~~u~~User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

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

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of eEnd ~~u~~User Customers eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail ~~e~~End ~~u~~User Customer.

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

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced ~~s~~Services and ~~i~~information ~~S~~services, other than voice messaging, are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail ~~e~~End ~~u~~User Customer that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving an End User Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own ~~e~~End ~~u~~User Customers in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing ~~e~~End ~~u~~User Customers of the grandfathered product or service.

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

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have ~~N~~network ~~A~~access ~~R~~register and ~~P~~private ~~F~~facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated

based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single ~~p~~Point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. ~~A CLEC~~ Where CLEC has ~~with~~ multiple buildings within contiguous property (campus), such buildings will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by ~~a single~~ CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. ~~A CLEC~~ Where CLEC has ~~with~~ Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location, CLEC will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single CLEC Centrex ~~CLEC~~ system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines. [35]

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

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to ~~e~~End ~~u~~User Customers must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail ~~e~~End ~~u~~User Customers. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's service credits to CLEC shall be subject to the wholesale discount;

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[35] Grammatical changes only.

b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of ~~the~~ CLEC;

c) Intentionally Left Blank.

d) Intentionally Left Blank.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest ~~e~~End ~~u~~User Customer under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties ~~—~~ Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of ~~the~~ CLEC;

c) ~~-~~Reserved for Future Use;

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

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

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one (1) primary white pages ~~d~~Directory ~~l~~Listing for each main telephone number belonging to CLEC's ~~e~~End ~~u~~User Customer based on ~~e~~End ~~u~~User

Customer information provided to Qwest by CLEC. Qwest will place CLEC's eEnd uUser Customer's' Llistings in Qwest's dDirectory aAssistance dDatabase and will include such Llistings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest's Official Directory PublisherDex Section of this Agreement. [36]

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

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Service or operator services for CLEC's resold Llocal Exchange Service lines, such Ddirectory Aassistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its eEnd uUser Customers for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When eEnd uUser Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such eEnd uUser Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its eEnd uUser Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's eEnd uUser Customers. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

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

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to

[36] This Section has been revised to reflect that Dex is no longer an affiliate of Qwest.

provide basic Local Exchange Service as set forth in Qwest's retail Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC 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 retail eEnd uUser Customers. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment. [37]

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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

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

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC eEnd uUser Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's eEnd uUser Customer's' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its eEnd uUser Customer, and Qwest will not accept changes to CLEC's eEnd uUser Customer's' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its eEnd uUser Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its eEnd uUser Customers.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail eEnd Uuser Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

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

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[37] The term "retail" is added based on consensus at the multi-state workshops and to be consistent with Qwest's other state SGATs.

to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's ~~e~~End ~~u~~User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customer's service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of ~~L~~local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, Directory L~~l~~isting and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog (PCAT) available on Qwest's public web site located at http://www.qwest.com/wholesale/pcat. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, ~~e~~End ~~u~~User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail ~~e~~End ~~u~~User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Access to OSS~~Support Functions~~ Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate ~~e~~End ~~u~~User Customer Directory ~~L~~listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for Directory ~~L~~listings for Directory Assistance Service~~s~~, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's ~~N~~new ~~local~~ ~~S~~service ~~P~~provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a ~~N~~new ~~local~~ ~~S~~service ~~P~~provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If the Current Service Provider~~a CLEC that currently provides resold service to an End User~~, or if the End User Customer's ~~N~~new ~~local~~ ~~S~~service ~~P~~provider orders the discontinuance of existing resold service from the Current Service Provider~~CLEC~~, Qwest will bill the Current Service Provider~~existing CLEC~~ for service through the date the End User Customer receives resold service from the Current Service Provider~~existing CLEC~~. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider~~one CLEC to a different local service provider~~. Qwest will not provide the Current Service Provider~~CLEC~~ with the name of the New~~other local~~ ~~S~~service ~~P~~provider selected by the End User Customer. [38]

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

6.4.7 Prior to placing orders on behalf of the ~~e~~End ~~u~~User Customer, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the ~~Proof of Authorization~~ POA Section of this Agreement.

6.4.8 Due ~~d~~Date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail ~~e~~End ~~u~~User Customers.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an ~~e~~End ~~u~~User Customer under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar ~~d~~Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in ~~the~~ Section 12.2.5, Billing information including (1) a

[38] This Section has been modified to use the defined terms "Current Service Provider" and "New Service Provider".

summary bill, and (2) individual ~~e~~End ~~u~~User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. ~~A~~CLEC or its ~~e~~End ~~u~~User Customers may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at ~~the~~CLEC's ~~e~~End ~~u~~User Customer's premises, other than by connection or disconnection to any interface between Qwest and the ~~e~~End ~~u~~User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and ~~r~~Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

6.7 Commingling of Resold Services with Unbundled Network Elements and Combinations of Unbundled Network Elements[39]

6.7.1 To the extent it is Technically Feasible and pursuant to the terms of Section 9.1, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. [40]

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39 *See,* TRO at para. 584.

40 *Id.*

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

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

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

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) ~~P~~physical Point of Interconnection in Qwest territory in each LATA ~~the~~ CLEC has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product. [41]

[41] The phrase 'via the Bona Fide Request (BFR) Process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product' currently appears in only

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 eEntrance fFacility of CLEC's determination. An eEntrance fFacility extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Qwest provided eEntrance fFacilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest provided eEntrance fFacilities are provided in Exhibit A. Qwest's Pprivate Lline Ttransport service is available as an alternative to Qwest provided eEntrance fFacilities, when CLEC uses such Pprivate Lline Ttransport service for multiple services. Entrance fFacilities may not be used for Interconnection with Unbundled Network Elements. [42]

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

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Uunbundled Nnetwork Elements.~~facilities; provided that CLEC shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access.~~ These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic. [43]

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the Arizona and Colorado SGATs, but is being added to all other SGATs. The phrase 'at any Technically Feasible Point' is consensus language that Qwest agreed to add based on AT&T's request in Washington.

42 The modification of the last sentence is pursuant to the TRO, which eliminated Qwest's obligation to provide, as an unbundled network element, connections from Qwest's central office or wire center to a CLEC's wire center (i.e., EUDIT). *See,* TRO at para. 365.

43 This Section had permitted CLECs to use mid-span meet facilities obtained for the purposes of interconnection to access unbundled network elements. The arrangements are essentially a portion of an Entrance Facility. Rather than extending all the way from the Qwest wire center to the CLEC wire center, a mid-span meet extends from the Qwest wire center to a mid-span point of interface, and the CLEC provides the remainder of the transport from the point of interface to the CLEC's wire center. To avoid creating an opportunity for CLECs to circumvent the FCC's redefinition of unbundled transport to exclude transport from a Qwest wire center or switch to a CLEC POI by using mid-span meet facilities as a substitute, Qwest has modified Section 7.1.2.3. See, TRO at para. 365: "...the Act does not require incumbent LECs to unbundle transmission

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

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

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

7.1.2.4 Intentionally Left Blank.

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

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

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facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, paragraph 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

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

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

7.2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and ~~a~~Access ~~t~~Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or ~~a~~Access ~~t~~Tandem~~s~~ Switches. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

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

a) Directory Assistance;

b) 911/E911;

c) Operator ~~b~~Busy ~~l~~Line Verify/Busy Line ~~i~~Interrupt ~~and verify~~;

d) Toll ~~f~~Free ~~s~~Services;

e) ISP-bound traffic.~~; and~~

~~f) Information Services Access traffic as defined in this Agreement.~~[44]

7.2.2 Terms and Conditions

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

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

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

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be

[44] "Information Services Access Traffic" is not defined. Revised to be consistent with Qwest's other state SGATs.

terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies. [45]

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

7.2.2.1.3 When either Party utilizes the other Party's t~~T~~andem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's t~~T~~andem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's e~~E~~nd e~~O~~ffice Switch. To the extent that CLEC has established a Collocation arrangement at a Qwest e~~E~~nd e~~O~~ffice Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that e~~E~~nd e~~O~~ffice Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a t~~T~~andem Switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the t~~T~~andem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the t~~T~~andem Switch to Qwest's e~~E~~nd e~~O~~ffice Switch.

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

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will route traffic destined for CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest t~~T~~andem Switch.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic.

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to

[45] Revised for clarification to add the sentence that complies with the Colorado Final Resolution of Volume 2A Impasse Issue at page 42. This Section is revised for consistency with Qwest's other state SGATs.

Qwest at the ~~a~~Access ~~t~~Tandem Switch or via separate trunks to Qwest's ~~e~~End ~~o~~Office Switch(~~e~~s), as designated by CLEC.

7.2.2.3 Transit Traffic

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

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

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of 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.[46]

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of ~~j~~Jointly ~~p~~Provided ~~s~~Switched ~~a~~Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the ~~B~~billing name, ~~B~~billing address

46 The SGAT change in Section 7.2.2.3.3 requires CLECs and wireless carriers that use Qwest's transit service to enter into arrangements with terminating carriers for the termination of their calls. If CLECs or wireless choose not to or fail to enter into such arrangements, these carriers agree to indemnify and hold Qwest harmless should a terminating carrier seek compensation from Qwest for calls that merely transit the Qwest network. Where a transiting carrier is used, the obligation remains on the carrier of the customer placing the call to compensate the terminating carrier for termination of the call. See, Memorandum Opinion and Order, Texcom, Inc., d/b/a Answer Indiana, Complainant, v. Bell Atlantic Corp., d/b/a Verizon Communications, Defendant, 16 FCC Rcd 21493; FCC 01-347, 6 (F.C.C. November 28, 2001).

and Carrier identification codes of the IXCs subtending any ~~a~~Access ~~t~~Tandems~~s~~ Switches to which CLEC directly connects. This type of traffic is discussed separately in this Section.

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

7.2.2.6 Switching Options~~.~~

7.2.2.6.1 SS7 Out~~-~~-of~~-~~-Band Signaling. SS7 Out~~-~~-of~~-~~-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for ~~the~~ new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section ~~9.6 or~~ 9.13; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342. [47]

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

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

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

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47 Section 9.6 of this Agreement provides for unbundled dedicated interoffice transport (UDIT). The TRO has redefined UDIT, such that it is available between Qwest wire centers. As such, UDIT is not available as an option for accessing CCSAC.

7.2.2.8 LIS Forecasting

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

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

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.[48]

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct eEnd ~~e~~Office Switch vs. ~~t~~Tandem Switch routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, the amount of trunks-required is less than fifty percent (50%) of trunks-in-service, Qwest will make capacity available in accordance with the lower forecast. [49]

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred

[48] The term "semi-annual" has been added to conform with the semi-annual forecast cycle. See, for example, Section 7.2.2.8.4.

[49] Grammatical change only.

percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state-wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if CLEC's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one (1) of the six (6) months following receipt of deposit. The pro-rata assumes one-half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six (6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which ~~that~~ CLEC has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting ~~t~~Tandem- Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is ~~p~~Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

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

a) Completed Qwest LIS Trunk Forecast Forms; and

b) Any planned use of an alternate ~~t~~Tandem Switch provider.

7.2.2.8.9 In addition to the above information, the following information

will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site ~~(http://www.uswest.com/iconn/)~~.

a) Qwest Tandem Switches and Qwest eEnd eOffice Switches (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) Current and planned Switch generics (ICONN).

Qwest will notify ~~a~~ CLEC six (6) months prior to LERG amendment, the anticipation of a new local tTandem Switch.

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

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

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in ~~the standard~~Qwest's Trunk Forecast Form; [50]

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

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

[50] Consensus language is being added for consistency with Qwest's other state SGATs.

from this treatment. [51]

7.2.2.8.14 Intentionally Left Blank.

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

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar ~~d~~Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar ~~d~~Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. _Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

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

7.2.2.9.1.1 Qwest shall provide ~~to CLEC~~ monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/lLocal traffic between Qwest tTandem sSwitches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group. [52]

7.2.2.9.2 ~~Reserved for Future Use~~Intentionally Left Blank.

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51 Consensus language is being added for consistency with Qwest's other state SGATs.

52 Grammatical change.

7.2.2.9.3 Separate trunk groups may be established based on Billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) Directory Assistance trunks (where the Switch type requires separation from ~~O~~operator ~~S~~services trunks);

b) 911/E911 trunks;

c) Operator ~~S~~services trunks (where the Switch type requires separation from Directory Assistance trunks);

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/~~l~~Local), ~~Information Services Access~~ISP-Bound Traffic, ~~,~~ Exchange Access (IntraLATA ~~t~~Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA ~~t~~Toll involving a third-party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies. [53]

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic and Switched Access ~~T~~traffic including Jointly Provided Switched Access ~~T~~traffic, may be combined on the same trunk group. If combined, the originating Carrier shall provide to the terminating Carrier, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call record detail. Call detail or direct jurisdictionalization using Calling Party Number (CPN) information may be exchanged in lieu of PLU if it is available.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access ~~T~~traffic. Directory Assistance, 911/E911, ~~O~~operator ~~b~~Busy ~~l~~Line ~~i~~Interrupt and Busy Line ~~V~~Verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

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

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, ~~d~~Directory ~~a~~Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where

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53 The term 'Information Services' is replaced by the term "ISP-Bound Traffic" to better align the SGAT with the *FCC Order on Intercarrier Compensation for ISP-Bound Traffic* at p. 37 para. 78. The sentence, "If traffic is combined, Section 7.3.9 of this Agreement applies" is added to provide a reference to Section 7.3.9 which deals with traffic combined on a single trunk group.

MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

7.2.2.9.6 -The Parties shall terminate Exchange Service (EAS/Local) traffic on Tandem Switches or End Office Switches. When there is a DS1 level of traffic (512 BHCCS) between CLEC's sSwitch and a Qwest End Office Switch, Qwest may request CLEC to order a direct trunk group to the Qwest End Office Switch. CLEC shall comply with that request unless it can demonstrate that such compliance will impose upon it a material adverse economic or operations impact. Furthermore, Qwest may propose to provide iInterconnection facilities to the Llocal Tandems Switches or End Offices Switches served by the Access Tandem Switch at the same cost to CLEC as Interconnection at the Access Tandem Switch. If CLEC provides a written statement of its objections to a Qwest cost-equivalency proposal, Qwest may require it only: (a) upon demonstrating that a failure to do so will have a material adverse affect on the operation of its network and (b) upon a finding that doing so will have no material adverse impact on the operation of CLEC, as compared with Interconnection at such Access Tandem Switch.

7.2.2.9.6.1 Intentionally Left Blank.

7.2.2.9.7 To the extent Qwest is using a specific eEnd eOffice Switch to deliver limited tTandem Switch switching functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a Qwest eEnd eOffice Switch (one (1) route via a tTandem Switch and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tTandem Switch group (also referred to as the "alternate final" route) for completion to Qwest eEnd eOffice Switches.

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

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk

group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

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

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

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

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V &-H methodology as outlined in NECA Tariff No. 4.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation p~~P~~rovisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective ~~T~~tariff or ~~P~~price ~~L~~lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective ~~T~~tariffs, ~~P~~price ~~L~~lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities.

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

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as ~~P~~private ~~L~~line ~~T~~transport ~~S~~service from the Qwest state or FCC A~~a~~access Tariffs,

the rates from those Tariffs will apply.

7.3.1.1.2.1 Intentionally Left Blank.

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

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the ~~Entrance Facility (~~EF~~)~~, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one (1) quarter. ISP-bound ~~T~~traffic or traffic delivered to Enhanced Service ~~P~~providers is interstate in nature. [54]

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

~~7.3.1.2.2 Intentionally Left Blank.~~

7.3.2 Direct Trunked Transport

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

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's ~~t~~Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or ~~a~~Access ~~t~~Tandem Switch for Exchange Service (EAS/~~l~~Local) traffic~~)~~, or to an ~~a~~Access ~~t~~Tandem Switch for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access ~~T~~traffic, the applicable DTT rate elements apply between the Serving Wire Center and the ~~t~~Tandem Switch. Additional rate elements for delivery of traffic to the

[54] The term 'internet related' is replaced by the term "ISP-Bound Traffic" to better align the SGAT with the *FCC Order on Intercarrier Compensation for ISP-Bound Traffic* at p. 37 para. 78.

terminating ~~e~~End ~~e~~Office Switch are ~~T~~tandem ~~S~~switching and ~~T~~tandem ~~T~~transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/~~a~~Access ~~t~~Tandem Switch or e~~E~~nd ~~e~~Office Switch.

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

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

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one (1) quarter. ~~Traffic delivered to Enhanced Service Providers~~ISP-bound traffic is interstate in nature. [55]

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

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Switch Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in

[55] Revised to replace the term 'Enhanced Service Providers' with 'ISP bound' as terminology used by the FCC in its orders and to be consistent with Qwest's other state SGATs.

Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC eEnd eOffice Switch.

7.3.4.1.2 For purposes of call termination, ~~the~~ CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.

7.3.4.1.3 ~~Reserved for Future Use~~Intentionally Left Blank.

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

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tTandem Switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the eEnd eOffice Switch call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the tTandem Switch and terminating eEnd eOffice Switch.

7.3.4.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the V-&-H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another ~~Qwest Central Office~~Switch within the EAS/Local eCalling aArea, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the eEnd eOffice Switch to which the call has been ported. [56]

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

7.3.4.3 Intentionally Left Blank.

7.3.4.4 CLEC may choose one (1) of the following two (2) options for the exchange of traffic subject to §251(b)(5) of the Act ("§251(b)(5) Traffic") (*See* Exhibit J):

7.3.4.4.1 The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established for ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5)

[56] Revised to clarify that the telephone number may have been ported to a Qwest switch, another ILEC's or CLEC's switch, or to a wireless carrier's switch.

Traffic in lieu of End Office Switch Call Termination rates, and Tandem Switched Transport rates.

7.3.4.4.2 The cCompensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §Section 7.3.6).

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Ttrunk Nnonrecurring Ccharges referenced in this Agreement.

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

7.3.5.3 ~~Reserved for Future Use~~Intentionally Left Blank.

7.3.6 ISP-Bound Traffic

7.3.6.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. While the subsections of this Section 7.3.6 reference dates that precede the Effective Date, the Parties agree that the terms of such subsections apply on a prospective basis, commencing with the Effective Date. If the Parties were exchanging traffic prior to the Effective Date, then for such period prior to the Effective Date, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the Interconnection aAgreement (i1) that was in effect between the Parties when such order was adopted, and (ii2) pursuant to which the Parties were exchanging such traffic.

7.3.6.2 The following usage-based compensation applies if Qwest and CLEC were exchanging traffic pursuant to an Iinterconnection agreement as of the FCC's adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-Bbound traffic -- The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.

7.3.6.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bbill and Kkeep compensation.

7.3.6.2.2.1 ~~For 2001, a Party will pay compensation for ISP-bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment during first quarter 2001, plus a ten percent (10%) growth factor~~Intentionally Left Blank. [57]

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which it was responsible for payment to the other Party in 2001, plus another ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance with a state Commission-ordered compensation rate, or as follows, whichever rate is lowest:

7.3.6.2.3.1 ~~Reserved for Future Use~~Intentionally Left Blank.

7.3.6.2.3.2 Intentionally Left Blank~~$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003~~. [58]

7.3.6.2.3.3 $.0007 per MOU from June 14, 2003 through June 14, 2004,~~until thirty six (36) months after the effective date~~ or until further FCC action on intercarrier compensation, whichever is later. [59]

~~7.3.6.2.3.4 Intentionally Left Blank.~~

7.3.6.3 In the event CLEC and Qwest were not exchanging traffic pursuant to an Interconnection ~~a~~Agreements prior to adoption of the FCC ISP Order on April 18, 2001, CLEC and Qwest will exchange ISP-bound traffic on a ~~B~~bill and ~~K~~keep basis until further FCC action on ~~i~~intercarrier compensation. This includes CLEC expansion into a market it previously had not served.

7.3.7 Transit Traffic

The following rates will apply:

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

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57 This Section is no longer applicable since it was effective for year 2001 only.

58 Section 7.3.6.2.3.2 has been deleted, because the time frame for this phase of the FCC's transitional rate cap for ISP-Bound traffic has expired.

59 The phrase "thirty-six months after the effective date" refers to the effective date of the FCC's *Order on Intercarrier Compensation for ISP-Bound Traffic.* Because the thirty-six month period expires on June 14, 2004, the SGAT has been modified to make the expiration of this phase of the transition clearer.

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

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access ~~T~~tariffs.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating ~~call party number~~ Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information ~~(OLI),~~ Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If ~~CLEC~~ either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to ~~CLEC~~ the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. ~~Qwest~~ The Switch owner will provide to ~~CLEC,~~ the other Party, upon request, information to demonstrate that ~~Qwest's~~Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction. [60]

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating ~~p~~Party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., ~~D~~direct ~~T~~trunked ~~T~~transport or ~~T~~tandem ~~S~~switched ~~T~~transport); 3) the number of Ports to be provisioned at an ~~e~~End ~~o~~Office Switch or local ~~t~~Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX ~~c~~Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest ~~t~~Tandem ~~s~~Switches and ~~the~~ CLEC's Point of Interface to

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[60] This Section has been revised to correct the definition of OLIP based on industry standard "GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)" and to modify the Section to apply to Qwest, rather than only CLEC.

which traffic associated with the NXX will be routed. For NXX ~~c~~Codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned ~~T~~two-~~S~~six ~~C~~code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing ~~Supplemental~~ Form ~~Wireline~~ available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request Routing~~Supplemental~~ Form when a single Switch is served by multiple trunk groups. [61]

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS~~O~~0 channels of the DS1 private line to be used to provide CFA.

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

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

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

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

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

b) ~~Reserved for Future Use~~Intentionally Left Blank.

c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which

[61] This Section has been updated to reflect a change in the name of a Qwest form "Supplemental Form Wireline" to NPA NXX Code Request Routing Form".

option is selected, will be the 31st calendar ~~d~~Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

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

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

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

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge ~~is~~ for each Billable R~~r~~ecord created and transmitted ~~and~~ is listed in Exhibit A of this Agreement.[62]

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, ~~O~~operating ~~C~~company ~~N~~number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to ~~the~~ CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. ~~The~~ CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, ~~O~~operating ~~C~~company ~~N~~number and state jurisdiction. Qwest and CLEC agree to exchange

[62] Consensus language from Arizona workshop, February 2003.

wireless network usage data as Category 11-01~~50~~-XX. [63]

7.6.3 A charge will apply for Category 11-01-XX ~~and 11-50-XX~~ records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the ~~O~~originating Carrier for transit when Technically Feasible. The charge ~~is~~ for each Billable R~~r~~ecord created and transmitted ~~and~~ is listed in Exhibit A of this Agreement. [64]

7.7 Local Interconnection Data Exchange for Billing

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

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

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

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its eEnd ~~u~~User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

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63 In conformance with the Ordering and Billing Forum (OBF), Qwest no longer utilizes 11-50-XX records for transit traffic.

64 In conformance with the Ordering and Billing Forum (OBF), Qwest no longer utilizes 11-50-XX records for transit traffic. The change to the last sentence is consensus language from Arizona workshop, February 2003.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

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

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

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection ~~a~~Agreement, and another CLEC, pursuant to the terms of its ~~Agreement or approved~~ Interconnection ~~a~~Agreement, may

share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the Sshared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection aAgreements with Qwest utilize a Shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that Sshared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements, Finished Services, including Local Interconnection Trunks, and ancillary services. Under ICDF Collocation, a CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs, Finished Services, and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services. [65]

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

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

[65] Revised based upon approved CMP Product Notification (PROD.09.20.02.F00828.ICDF_Collocation); September 20, 2002.

limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

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

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, Qwest will not combine services or Network Elements that are offered to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. [66]

8.2.1.1.1.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings. [67]

8.2.1.1.1.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling. [68]

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66 *See,* TRO at footnote 1990.

67 *See,* TRO at para. 584.

68 The TRO eliminated Qwest's obligation to provide, as an unbundled network element connections from Qwest's central office or wire center to a CLEC's wire center (i.e., EUDIT). Since Entrance Facilities obtained for the purposes of Interconnection provide connections from Qwest's central office or wire center to a CLEC's wire center, and are priced at TELRIC rates, they may not be used to circumvent the FCC's elimination of EUDIT. *See,* TRO at para. 365.

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

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

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

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

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

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

8.2.1.4 Demarcation points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

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

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

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

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

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

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

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

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

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

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

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

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

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

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

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

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

h) the number and description of Qwest and its Affiliates and ~~CLEC~~ reservations of space by all CLECs. [69]

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis. ~~Rates and justification for the charge deferred to Cost Docket.~~ [70]

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC~~s~~ through the Raw Loop Data Tool. Remote Premises with d~~D~~igital l~~L~~oop c~~C~~arrier and p~~P~~air g~~G~~ain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at http://www.qwest.com/iconn.) If CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

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

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69 This subsection has been modified to clarify that the Space Availability Report includes the number and description of the reservations of space by *all CLECs*, not just the CLEC who is party to the agreement.

70 The Space Availability Report Charge has been included in the cost docket or will be included in the new cost docket proceeding as noted in Exhibit A.

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

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar ~~d~~Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both ~~p~~Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.~~. See 8.2.1.9.~~ [71]

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

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

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

[71] The reference to Section 8.2.1.9 does not provide any clarification to this Section, and has been deleted.

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

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

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Dday period, all Wire Centers that are full, whether or not there has been a ~~CLEC requested a~~ Space Availability Report requested by any CLEC. [72]

8.2.1.14 Reclamation and Reconditioning of Space

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

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

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

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

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

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72 This subsection has been modified to clarify that the Qwest website will list all full wire centers, whether or not a Space Availability Report is 'requested by any CLEC'. The previous version was poorly worded, and, as a result, the phrase "a CLEC requested Space Availability Report" could be misunderstood to mean a Space Availability Report requested by the CLEC who is a party to the agreement.

types of Collocation. A cancellation will only occur upon request by CLEC. [73]

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work ion a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Collocation Cancellation Application. [74]

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled. [75]

8.2.1.15.3 Qwest will not charge for canceling the Collocation job except for work already completed as of acceptance by Qwest of the Collocation Cancellation Application. Charges will be based on when Qwest receives the Collocation Cancellation Application and the completion status of the Collocation work. A quote will be issued within thirty (30) calendar Days of Qwest's acceptance of the Collocation Cancellation Application. [76]

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

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: http://www.qwest.com/wholesale/pcat/collocation.html.

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

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73 Revised for approved CMP PROD.03.15.02.F00736.Collocation, March 15, 2002.

74 *Id.*

75 *Id.*

76 *Id.*

provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

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

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

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

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

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility~~submitting a written request via certified mail to the Qwest account manager~~. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3. ~~Qwest shall provide CLEC a quotation for the costs of removing CLEC's collocated equipment and associated cabling and structure, which will be paid by CLEC within thirty (30) days of the removal of the equipment by Qwest. CLEC will not be charged for the removal of equipment or cabling that is owned and removed by CLEC in their Physical Collocation space.~~[77]

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

[77] Revised Section 8.2.1.22 and added its subsections based on approved CMP Product Change PROD.03.15.02.F.00736.Collocation, March 15, 2002, for Collocation Transfer of Responsibility and CMP Product Change PROD.01.06.03.F00893.ColloProdUpdates, January 6, 2003, for Collocation Decommission.

Decommission Application.[78]

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) calendar Days past due.[79]

8.2.1.22.1.2 CLEC must disconnect all services, including any administrative services, from the Collocation site to be decommissioned prior to submitting the Collocation Decommission Application. All of CLEC's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If CLEC has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission Application will be rejected.[80]

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct CLEC-to-CLEC connections, CLEC must notify, in writing, all of its current End User Customers affected by the discontinuation of service. CLEC must submit an email notification with the Collocation Decommission Application representing to Qwest that all CLEC End User Customers have been properly notified. For direct CLEC-to-CLEC connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both CLECs involved in the direct CLEC-to-CLEC connection arrangement. Failure to include such email notification or LOA will result in the rejection of the Collocation Decommission Application.[81]

8.2.1.22.1.3 CLEC should remove its equipment prior to submitting a Collocation Decommission Application. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables), termination blocks and cage materials. If CLEC does not remove its equipment within thirty (30) calendar Days of Qwest's acceptance of the Collocation Decommission Application, Qwest will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) calendar Days to notify Qwest that the equipment is not abandoned and

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78 Revised for approved CMP Product Change PROD.01.06.03.F00893.ColloProdUpdates, January 6, 2003, for Collocation Decommission.

79 *Id.*

80 *Id.*

81 *Id.*

remove its equipment. If CLEC does not respond to the notification and remove the equipment and Qwest determines that the equipment has been abandoned, Qwest will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by Qwest of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will hold Qwest harmless from the failure to return any such equipment, property or other items. [82]

8.2.1.22.1.4 Qwest will remove all Collocation entrance facilities. For shared Collocation entrance facilities, Qwest will cut all fiber and/or copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, Qwest will remove and dispose of the Collocation entrance fiber.[83]

8.2.1.22.1.5 For Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) calendar Days. Qwest will negotiate with CLEC to schedule the pick up of the equipment. There will be no charge for the removal of CLEC's Virtual Collocation equipment. [84]

8.2.1.22.1.6 For Collocations with direct CLEC-to-CLEC connection arrangements, CLEC is required to disconnect and remove the direct CLEC-to-CLEC connections. Qwest prefers that CLEC disconnect and remove the direct CLEC-to-CLEC connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) calendar Days from Qwest's acceptance date of the Collocation Decommission Application to disconnect and remove the direct CLEC-to-CLEC connection cables. If CLEC has not removed the direct CLEC-to-CLEC connections, it will be treated as abandoned equipment. [85]

8.2.1.22.1.7 CLEC will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another CLEC during the following defined time period. An inventory will be completed by Qwest and furnished to CLEC within ninety (90) calendar Days of the Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit. [86]

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber

82 *Id.*

83 *Id.*

84 *Id.*

85 *Id.*

86 *Id.*

terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one (1) year after the date of decommissioning. [87]

8.2.1.22.1.7.2 Reusable elements include components used to provision the original Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.[88]

8.2.1.22.1.8 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site. CLEC must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by Qwest. [89]

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

8.2.1.22.1.10 Billing – Qwest will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations. [91]

8.2.1.22.2 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is the transfer of a Collocation site from vacating CLEC (current CLEC leasing the space in the Premises) to an assuming CLEC. Collocation Transfer of Responsibility is available for Caged Physical Collocation, Cageless Physical Collocation, and Virtual Collocation. All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Collocation Transfer of Responsibility: 1) Collocation Transfer of

87 *Id.*

88 *Id.*

89 *Id.*

90 *Id.*

91 *Id.*

Responsibility Without Working Circuits – The Collocation is not serving any End User Customers and does not have active service terminations (e.g., Interconnection trunks or UNE Loops) or 2) Collocation Transfer of Responsibility With Working Circuits – The Collocation has active service terminations, such as Interconnection trunks or is serving End User Customers. [92]

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another CLEC or Qwest are waiting in queue for available space within the requested Premises; however, if assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in Qwest Premises in the state, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a Qwest Premises, Collocation Transfer of Responsibility shall be available when vacating CLEC and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site. [93]

8.2.1.22.2.2 Both vacating CLEC's and assuming CLEC's Interconnection Agreements with Qwest must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Collocation Transfer of Responsibility request. Assuming CLEC will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred. [94]

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, CLEC's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity. [95]

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote. [96]

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92 Revised for approved CMP Product Change PROD.03.15.02.F.00736.Collocation, March 15, 2002.

93 *Id.*

94 *Id.*

95 *Id.*

96 *Id.*

8.2.1.22.2.5 The Collocation site to be transferred is identified by vacating CLEC's eleven (11) character CLLI™ code. The Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Collocation entrance facilities from the Collocation - Point of Interface (C-POI) manhole, cables, Splitters, and working circuits, if applicable. If the Collocation site has a Common Area Splitter Collocation associated with it, the Common Area Splitter Collocation will be transferred as part of the Collocation Transfer of Responsibility.[97]

8.2.1.22.2.6 The transfer of equipment between vacating CLEC and assuming CLEC will be the responsibility of vacating CLEC and assuming CLEC. Qwest is not responsible for the physical condition of vacating CLEC's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in CLECs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest will not participate in these negotiations. Qwest will only manage the database and records transfer.[98]

8.2.1.22.2.7 Assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), CLEC address, phone number, billing and contact information, and contract number. The Collocation eleven (11) character CLEC CLLI™ code will remain the same.[99]

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quote Acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by Qwest until assuming CLEC has accepted the quote for the Collocation Transfer of Responsibility.[100]

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or cancelled by vacating CLEC prior to the quote Acceptance.[101]

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97 *Id.*

98 *Id.*

99 *Id.*

100 *Id.*

101 *Id.*

8.2.1.22.2.10 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.[102]

8.2.1.22.2.11 Vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Collocation Transfer of Responsibility Application. Vacating CLEC's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) calendar Days past due. Vacating CLEC may meet its financial obligations by having them expressly assumed, in writing, by assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quote for Collocation Transfer of Responsibility.[103]

8.2.1.22.2.12 Assuming CLEC's financial obligations to Qwest must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.[104]

8.2.1.22.2.13. Vacating CLEC and assuming CLEC must provide a signed Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.[105]

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of Responsibility Application without working circuits, vacating CLEC must ensure that no active circuits exist at the Collocation site to be transferred.[106]

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

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102 *Id.*

103 *Id.*

104 *Id.*

105 *Id.*

106 *Id.*

applicable waiver.[107]

8.2.1.22.2.16 If the Collocation site being transferred has a direct CLEC-to-CLEC connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both CLECs in the direct CLEC-to-CLEC arrangement authorizing the transfer of the direct CLEC-to-CLEC connection service to assuming CLEC. A separate LOA is required for each direct CLEC-to-CLEC relationship associated with the transferring Collocation site. Each LOA shall identify the CLECs, CLLI codes, and BANs for their respective Collocations.[108]

8.2.1.22.2.17 Vacating CLEC and/or assuming CLEC will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), line sharing, and line splitting. Assuming CLEC may submit LSRs once it has accepted the quote for the Collocation Transfer of Responsibility and has received the preliminary APOT information from Qwest. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as Dark Fiber, private line, and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. Assuming CLEC is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.[109]

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.[110]

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

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107 *Id.*

108 *Id.*

109 *Id.*

110 *Id.*

vacating CLEC.[111]

8.2.1.22.3 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) calendar Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to Qwest within thirty (30) calendar Days of the notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) calendar Days of the delivery of such Resolution Request, then thirty (30) calendar Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22.1 of this Agreement.[112]

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by

111 *Id.*

112 Revised for approved CMP Product Change PROD.01.06.03.F00893.ColloProdUpdates, January 6, 2003, for Collocation Decommission.

CLEC in the Collocation Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. ~~If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges.~~ CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any eEnd ~~u~~User Customer's p~~P~~remises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of a ~~n Application for~~ Collocation Application under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:[113]

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

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

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

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

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113 Revised for approved CMP Product change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels. Throughout Section 8 of this SGAT, the term "application" is often used to refer to a "Collocation Application". There are several other types of applications associated with collocation in Section 8, such as "Joint Testing Application," "Microwave Entrance Facility Application" and "Collocation Space Reservation Application". To avoid any possible confusion, when appropriate, the SGAT has been updated to replace the term "application" with the term "Collocation Application". All such modifications have been identified with revision marks, but will not be footnoted.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.~~Depending on the distance parameters of the combination, regeneration may be required.~~ [114]

8.2.1.23.1.5 If two (2) CLECs are involved, one (1) CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest eEnd ~~u~~User Customers. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

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

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

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

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's

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114 Revised for approved CMP Product change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels.

physical space including the cage, if appropriate, frames, and cable racking~~, and also outside CLEC's physical space.~~ Also, CLEC may install the tie cables, blocks, and terminations on the ICDF or ~~for~~ CLEC-to-CLEC connections~~,~~ outside CLEC's physical space and according to Qwest's design. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes. [115]

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.30 Reserved for Future Use.

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with Qwest. CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) calendar Days of receipt. Joint Testing will be complete within ninety (90) calendar Days of the RFS if Joint Testing is requested on the Collocation Application form or ninety (90) calendar Days from acceptance of the Joint Testing Application form. [116]

8.2.1.31.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application. [117]

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115 Grammatical change and clarification phrase "according to Qwest's design" is consistent with Sections 8.2.1.23 and 8.5.1.2.

116 Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July, 8, 2003.

117 *Id.*

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest will not operate CLEC test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities. [118]

8.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards. [119]

8.2.2 Terms and Conditions - Virtual Collocation

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

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

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

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

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

118 *Id.*

119 *Id.*

Premises.

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

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

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

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

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

8.2.3.3 Reserved for Future Use.

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

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

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

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty

percent (80%) of the remaining fifty percent (50%) of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

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

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

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

correct the condition at CLEC's expense.

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

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. [120]

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

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

8.2.4.2 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 CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall

[120] Grammar change/consensus language from the December 18-20, 2000 Multi State Workshop.

be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to an Express Fiber Entrance Facility, which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

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

8.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber eEntrance fFacility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in twelve (12) fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in four (4) and twelve (12) fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one (1) form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

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

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

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation ~~e~~Entrance ~~f~~Facility solely for Collocation. If Qwest requires the construction of a new Collocation ~~e~~Entrance ~~f~~Facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services ~~between Qwest's Premises and CLEC's Collocation space in a Qwest Wire Center~~. [121]

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

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access CLEC transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower space or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per p~~P~~ort used basis. [122]

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or, CLEC can ~~if requested, Qwest will~~ perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar Days, ~~after~~ or as soon

[121] Change based on approved CMP PCAT documentation (PROD.12.20.01.F.00651.Collocation) December 20, 2001.

[122] Consensus language/grammatical change from the Washington 271 Workshop July 31, 2001.

thereafter as can be scheduled by the Parties, of receipt by Qwest of the CLEC's Microwave Entrance Facility Application~~, or as soon thereafter as can be scheduled by the Parties~~unless ~~the CLEC requests a later date~~. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute. [123]

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to CLEC within thirty (30) calendar Days of~~after~~ the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation Application. If CLEC does not submit a Collocation Application for the Premises within thirty (30) D~~d~~ays following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation Application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If Qwest's assistance is required in order for a CLEC to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the radio frequency (RF)~~antenna~~ equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to ~~the~~ CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and CLECs, at a given location shall comply with appropriate ~~F~~federal, ~~S~~state, and ~~L~~local regulations governing the safe levels of RF radiation. [124]

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its

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123 Consensus language/grammatical change from the Washington 271 Workshop July 31, 2001.

124 Correct terminology based on the approved CMP PCAT documentation (PROD.03.15.02.F.00736. Collocation) March 15, 2002.

microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available ~~for CLECs who have~~if CLEC has not obtained Caged or Cageless Physical Collocation, but ~~who~~ requires access to the Qwest Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLEC~~s~~ with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, Finished Service, or ancillary service by running a jumper on the ICDF in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributionng Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributionng Frame; d) existing toll frame; e) fiber distribution panel; -and, f) existing intermediate frame. Qwest provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by Qwest in CLEC's ICDF Collocation space.[125]

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element, Finished Service, and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element, Finished Service, and ancillary service terminated on the ICDF. [126]

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

8.2.5.4 Reserved for Future Use.

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125 Section 8.2.5.1 has been modified to add "Finished Services" to the list of services that may be terminated through ICDF collocation. Also, to clarify that, to the extent Qwest provides combinations of unbundled network elements, it does so through the provisions of Sections 9.1 and 9.23.3.7, not through a CLEC's ICDF collocation arrangement

126 Approved CMP Product Notification (Prod.09.20.02.F00828.ICDF_Collocation), September 20, 2002.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

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

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

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the ~~p~~Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

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

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

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

8.2.7 Terms and Conditions – Remote Collocation

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

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

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

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

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

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

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation eEntrance fFacility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

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

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. Charged on a per ampere basis.

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

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.~~Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B." Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.~~ [127]

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

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

8.3.1.11.1 Shared Access

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

a) Existing Interconnection Distributing Frame (ICDF)

b) Existing DSX Panels for DS-1 and DS-3 services

c) New Interconnection Distributing Frame

d) Existing Toll Frame

e) Fiber Distribution Panel

[127] Revised for approved CMP Product Change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels.

f) Existing Intermediate Frame

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

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from theiritss Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select theiritss desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocatorCLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Pprovisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that theyit may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

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

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross_-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning

intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one-half (½) shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0~~0~~, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel ~~-~~(i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT)~~ With Collocation Form DC050900~~. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A. [128]

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

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

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48

[128] Form name changed.

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

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

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

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one (1) hour per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 8.2.1.31.3.

8.3.2 Rate Elements - Virtual Collocation

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

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

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

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

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

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

8.3.3 Rate Elements - Physical Collocation

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

percentage of the total Collocation space used by CLEC.

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

8.3.3.3 Intentionally Left Blank.

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

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the nonrecurring and recurring charges associated with the Unbundled Network Elements or ancillary services ordered by CLEC, the cost of extending the Unbundled Network Elements or ancillary services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

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

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.4 Ordering

8.4.1 Ordering - All Collocation

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

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

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

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

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

a) Identification of the Qwest Premises;

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

c) Power requirements;

d) Heat Dissipation (optional);

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

f) Intentionally Left Blank

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

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

i) Month or Quarter, during or after which, CLEC expects to submit its Collocation Application; ~~and~~ [129]

~~j) Intentionally Left Blank.~~

8.4.1.4.1 The following terms shall apply to the forecasting process:

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

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

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

a) Identification of the Qwest Premises;

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

c) Power requirements;

d) Heat d~~D~~issipation;

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

f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., c~~C~~ross c~~C~~onnect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the

[129] Inadvertently left out consensus language included in all other Qwest's state SGATs.

Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A hHigh level equipment interface or connectivity schematic for the equipment ~~that is not on the approved equipment list or has not been used by CLEC for a similar purpose before, must~~should also be included.~~accompany this Application. CLEC using approved equipment found at www.qwest.com/wholesale/pcat/collocation/html need not comply with this provision~~); [130]

g) Entrance Facility t~~T~~ype;

h) Type and q~~Q~~uantity of t~~T~~erminations;

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

j) Billing c~~C~~ontact.

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

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

a) Signed Notification of Acceptance; and

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

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available. [131]

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130 Revised based on approved CMP PROD.08.22.03.F.03516.Collocation_v15. Qwest does not maintain an equipment list, uses the information to review size, power requirements, heat dissipation, building floor load requirements, etc.

131 This change is consensus language developed in the Arizona Workshop. February 13-14. 2001. Qwest agreed to include in all Qwest SGATs.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) calendar Days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar Days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar Days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Collocation Space Reservation Aapplication ~~for reservation~~. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

a) Cancellation notification within ninety (90) calendar Days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar Days from receipt of wire transfer, twenty--five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) calendar Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest~~,~~ and Qwest Affiliates may ~~O~~option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

a) Transmission equipment – one (1) year

b) Circuit switching equipment – three (3) years

c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

a) The Party requesting the ~~O~~option may specify the amount of space to be ~~O~~optioned but not a specific location within the Wire Center, CLEC may also request space be contiguous to its existing Collocation space.

b) A requesting CLEC may ~~O~~option one (1) Collocation space per Wire Center.

c) The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation

- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must ~~electronically~~ submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the ~~O~~optioned ~~S~~space applies. The ~~O~~option quote expires seven (7) calendar Days after delivery to CLEC. [132]

[132] Qwest does not have procedures for accepting payments electronically.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will ~~O~~option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the ~~O~~option time frame will begin. The prioritization of ~~O~~optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such ~~O~~option. The ~~O~~option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an ~~O~~option request to avoid expiration, CLEC must:

a) Submit a Collocation Application during the ~~O~~option time frame; or

b) The ~~O~~option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing ~~O~~option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting ~~P~~party) for a Qwest Wire Center in which all available space has been occupied or ~~O~~optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with ~~O~~option space information (e.g., Caged and Cageless ~~O~~optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the ~~O~~option ~~E~~enforcement ~~N~~notice process by notifying the ~~O~~option p~~P~~arty or p~~P~~arities with the most recent space ~~O~~option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The ~~O~~option ~~E~~enforcement ~~N~~notice serves as notification to the ~~O~~option ~~P~~party that Qwest is in possession of a valid Collocation Application, and calls for the ~~O~~option ~~P~~party to exercise itsthe~~ir~~ Right of First Refusal, or relinquish itsthe~~ir~~ space ~~O~~option. The ~~O~~option ~~P~~party may exercise it's Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar Days of receipt of the ~~O~~option ~~E~~enforcement ~~N~~notice. This process continues for all ~~O~~optioned space until all ~~O~~optioned space is exercised or ~~O~~optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once ~~O~~optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been ~~O~~optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other CLECs requires the use of CLEC's ~~the~~ contiguous space ~~for itself,~~

~~its Affiliates or CLECs~~. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space ~~O~~option or continue without the contiguous provision. [133]

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars ($2.00) per square foot per month.

8.4.1.8.8 In the event that the ~~O~~option ~~P~~party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 Should Qwest receive an extraordinary number of complex Collocation Applications within a limited time frame, Qwest shall use its best efforts to meet the intervals called for in this Agreement. If Qwest nevertheless fails to meet such intervals, Qwest must demonstrate to the Commission that such failures were due solely to the fact that Qwest received an extraordinary number of complex Collocation Applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. [134]

8.4.2.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation

[133] Grammatical changes.

[134] The language revisions were agreed to based on *WUTC 33rd Supplemental Order at ¶ 28* and were included in the PCAT approved through the CMP (PROD.03.15.02.F.00736.Collocation), March 15, 2002.

Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.2.2 Quotation – If Collocation ~~e~~Entrance ~~f~~Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of ~~an~~ Collocation Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period the Collocation ~~e~~Entrance ~~f~~Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application; and 4) whether the Collocation Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If ~~an~~ Collocation Application is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the

complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available~~,~~ and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) ~~calendar~~ Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of the CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) ~~calendar~~ Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of the CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC p~~P~~ower p~~P~~lant, s~~S~~tandby g~~G~~enerators, h~~H~~eating, v~~V~~enting or a~~A~~ir c~~C~~onditioning e~~E~~quipment. The installation intervals

in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. [135]

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

8.4.3.2 Quotation -- If Collocation eEntrance fFacilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than 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. During this period, the Collocation Eentrance Ffacility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

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135 *Id.*

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three (3) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and, 3) whether the Collocation Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if special conditioning is required, but not major infrastructure, is required, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If a Premises is not included in CLEC's

forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC pPower pPlant, sStandby gGenerators, hHeating, vVenting or aAir cConditioning eEquipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation aArrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center. [136]

[136] *Id.*

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

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) calendar Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application, unless Qwest can demonstrate that the Premises does

not have an existing ICDF, or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance, unless Qwest can demonstrate that the Premises does not have an existing ICDF or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by Qwest, in accordance with CLEC's Collocation Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote

Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

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

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar Days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

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

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar Days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS-0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will

provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. -Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the aAcceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC pPower, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. ~~.~~—CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar Days of the RFS,

Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the ~~M~~maintenance and ~~R~~repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the ~~M~~maintenance and ~~R~~repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

~~8.6.5 Reserved for Future Use.~~

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, ~~or~~ the Bona Fide Request Process, or Special Request Process (SRP), CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission. UNE's shall only be obtained for the provision of Qualifying Services. To the extent spare capacity exists, it may then be used for Non-Qualifying Services. If it is determined that the Unbundled Network Elements are used exclusively for Non-Qualifying Services, CLEC will have thirty (30) calendar Days to contact Qwest and make alternate service arrangements. [137]

9.1.1.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;

b) Enhanced or Information services;

c) Features or functions not offered for resale on a stand-alone basis or separate from basic exchange service; and

d) Network Elements offered pursuant to Section 271. [138]

9.1.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with

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137 *See,* TRO at paras. 132 and 133. "We adopt an approach that is consistent with the goals of the 1996 Act because it obligates incumbent LECs to provide access to UNEs only when requesting carriers seek to use those elements to compete against those services that traditionally have been the exclusive domain of incumbent LECs." The TRO defines such services as "Qualifying Services". In addition, Qwest has agreed in other states to permit the use of the Special Request Process to request additional or revised UNEs. Consensus language added for consistency with Qwest's other state SGATs.

138 Language added pursuant to TRO at para. 584.

access services or other Non-Qualifying Services. All variations of Commingling of services that include a high capacity loop, which may include multiplexing or any other means by which this combination is achieved, and transport facility or service are subject to the Service Eligibility Criteria in Section 9.1.1.5. Qwest performance in connection with the Provisioning of Commingled facilities and services shall not be subject to standard Provisioning intervals, or to performance measures and remedies, if any, contained in this Agreement or elsewhere. [139]

9.1.1.3 Qwest will not combine services or Network Elements that are required to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. [140]

9.1.1.3.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings. [141]

9.1.1.3.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling. [142]

9.1.1.4 **Ratcheting.** To the extent a Qwest-provided circuit or facility includes a mix of UNEs and other services, that mixed-use facility shall be ordered and billed in accordance with Qwest's Tariff or the resale provisions of this Agreement. Such mixed-use circuits or facilities shall not be ordered or billed as Unbundled Network Elements. Qwest shall not be required to bill for such mixed use circuits or facilities at blended or multiple rates (otherwise known as ratcheting). Instead, CLEC shall be assessed the tariffed or resale rate, as appropriate, for the Commingled service. [143]

9.1.1.4.1 To the extent a multiplexer is included in a Commingled circuit then: (1) the multiplexer will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexer will be ordered and billed pursuant to the appropriate Tariff. [144]

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139 *See,* TRO at para. 580.

140 *See,* TRO at footnote 1990.

141 *See,* TRO at para. 584.

142 The TRO eliminated Qwest's obligation to provide, as an unbundled network element, connections from Qwest's central office or wire center to a CLEC's wire center (i.e., EUDIT). Since Entrance Facilities obtained for the purposes of Interconnection are provide connections from Qwest central office or wire center to a CLEC's wire center, and are priced at TELRIC rates, they may not be used to circumvent the FCC's elimination of EUDIT. *See,* TRO at para. 365.

143 *See,* TRO at para. 599.

144 *See,* TRO at para. 599.

9.1.1.5 Service Eligibility Criteria

9.1.1.5.1 Except as otherwise provided in this Section 9.1.1.5, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.[145]

9.1.1.5.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.[146]

9.1.1.5.2.1 **State Certification** -- CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.[147]

9.1.1.5.2.2 **Per Circuit Criteria** -- The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL.[148]

9.1.1.5.2.3 **Telephone Number Assignment** -- Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call. CLEC will provide local telephone number assignments by circuit.[149]

9.1.1.5.2.4 **911 or E911** -- Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC will provide evidence of 911 or E911 capability for each circuit to be provided to each End User Customer.[150]

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145 *See,* 47 CFR 51.318(a).

146 *See,* TRO at para. 593.

147 *See,* 47 CFR 51.318(b)(1).

148 *See,* 47 CFR 51.318(b)(2).

149 *See,* 47 CFR 51.318(b)(2)(i).

150 *See,* 47 CFR 51.318(b)(2)(iii).

9.1.1.5.2.5 **Collocation** – CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA. In addition: [151]

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;[152]

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA and state as the End User Customer's premises, when Qwest is the collocator; and [153]

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.[154]

9.1.1.5.2.6 **Interconnection Trunking** -- CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Those arrangements that do not include two way LIS trunks cannot be attributed towards satisfaction of this criterion. CLEC will identify the Interconnection trunk(s) satisfying this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA and state as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA and state as the End User Customer served by the circuit. [155]

9.1.1.5.2.6.1 **Calling Party Number** – Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1

151 *See,* 47 CFR 51.318(c).

152 *See,* 47 CFR 51.318(c)(1).

153 *See,* 47 CFR 51.318(c)(2).

154 *See,* 47 CFR 51.318(c).

155 *See,* 47 CFR 51.318(b)(2)(v) and (d).

LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting this criteria. For each circuit, CLEC will identify the Interconnection trunk satisfying this criterion.[156]

9.1.1.5.2.7 **End Office Switch** -- Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic. CLEC will provide written documentation of the Switch type and CLLI code for the Switch satisfying this criterion.[157]

9.1.1.5.3 With each order, CLEC must provide certification and the identified supporting information to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.[158]

9.1.1.5.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meets the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the appropriate facility to the appropriate Private Line/Special Access service within thirty (30) Days.[159]

9.1.1.5.5 **Service Eligibility and Qualifying Service Audits** -- In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility and Qualifying Service Audits of CLEC's records. For the purposes of this Section, "Qualifying Service Criteria" is whether a particular Unbundled Network Element meets the definition of a Qualifying Service, as described in Section 4 of this Agreement. Service Eligibility and Qualifying Service Audits shall be performed in accordance with the following guidelines:[160]

9.1.1.5.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility or Qualifying Service Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing

156 *See,* 47 CFR 51.318(d).

157 *See,* 47 CFR 51.318(b)(2)(vii).

158 *See,* TRO at para. 624.

159 *See,* TRO at para. 624.

160 *See,* TRO at paras. 625-629.

basis thereafter.[161]

9.1.1.5.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility or Qualifying Service Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.[162]

9.1.1.5.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility or Qualifying Service Audits, provided, however, that if a Service Eligibility or Qualifying Service Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility or Qualifying Service Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility and Qualifying Service Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility or Qualifying Service Audit.[163]

9.1.1.5.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.[164]

9.1.1.5.5.5 Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility or Qualifying Service Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility or Qualifying Service Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights for the remainder of the calendar year.[165]

9.1.1.5.5.6 At the same time that Qwest provides notice of a Service Eligibility or Qualifying Service Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.[166]

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161 *See,* TRO at footnote 1898.

162 *See,* TRO at footnote 1898.

163 *See,* TRO at para. 627.

164 *See,* TRO at para. 626

165 *See,* TRO at footnote 1898.

166 *See,* TRO at footnote 1898.

9.1.1.5.5.7 Service Eligibility or Qualifying Service Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility or Qualifying Service Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.[167]

9.1.1.5.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility or Qualifying Service Criteria of this Section. Qwest shall not require a Service Eligibility or Qualifying Service Audit as a prior prerequisite to Provisioning combination and Commingled facilities.[168]

9.1.1.5.5.9 CLEC shall maintain appropriate records to support its Service Eligibility and Qualifying Service Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.[169]

9.1.1.5.5.10 If a Service Eligibility or Qualifying Service Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above or the Qualifying Service Criteria, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within thirty (30) days.[170]

9.1.1.6 On the Effective Date of this Agreement, Qwest is no longer obligated to provide to CLEC certain Network Elements that had formerly been required to be offered pursuant to Section 251 of the Act. These former Network Elements were determined by the FCC to not satisfy the FCC's impairment test. As a result, these former Network Elements are not available pursuant to this Agreement.

a) OCn Loops; [171]

b) Feeder Subloops; [172]

c) DS3 Loops in excess of two (2) DS3 Loops per End User Customer location;[173]

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167 *See,* TRO at paras. 625-629.

168 *Id.*

169 *Id.*

170 *See,* TRO at paras. 627

171 *See*, TRO Order at paras. 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

172 *See,* TRO Order at para. 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

173 *See*, TRO at para. 324 and 47 CFR 51.319(a)(5)(iii).

d) E-UDIT (Extended Unbundled Dedicated Interoffice Transport) and E-UDF (Extended Unbundled Dark Fiber) from a Qwest Wire Center to a CLEC Wire Center);[174]

e) OCn UDIT;[175]

f) DS3 Unbundled Dedicated Interoffice Transport (UDIT) in excess of twelve (12) DS3 circuits per route;[176]

g) Unbundled Signaling (except in conjunction with Unbundled Switching and UNE-P);[177]

h) Call Related Databases, including 8XX, LNP, ICNAM, LIDB and AIN (except in conjunction with Unbundled Switching and UNE-P);[178]

i) Packet Switching;[179]

j) UDIT and UDF as a part of a Meet Point arrangement;[180]

k) Remote Node/Remote Port;[181]

l) Line Sharing, in accordance with the Grandfathering and Transition Plan

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174 *Id.*

175 Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

176 Paragraph 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

177 *See,* TRO at para. 544 and 47 CFR § 51.319(d)(4)(i)(A). Signaling is no longer an Unbundled Network Element under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

178 *See,* TRO at para. 551 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

179 *See,* TRO at paras. 540-541 and 47 CFR § 51.319(a)(2)(i). Packet Switching is no longer an Unbundled Network Element under 251(c)(3) of the Act. Currently there are no existing Unbundled Packet Switching services leased by CLECs.

180 The CLEC-provided facility in a mid-span meet is a CLEC's entrance facility. Paragraph 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, paragraph 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

181 Remote Node/Remote Port/SONET add/drop multiplexing have each been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

described in Section 9.4.1.2;[182]

m) Fiber to the Home, in accordance with Section 9.2.1.2; [183]

n) Operator Services and Directory Assistance (except in conjunction with Unbundled Switching and UNE-P when Qwest does not provide customized routing or the equivalent);[184]

o) Unbundled Switching at a DS1 capacity, pursuant to a transition process described in Section 9.11.2.0;[185]

p) Unbundled Local Tandem Switching provisioned at the DS1 or above capacity;[186]

q) SONET add/drop multiplexing; and[187]

r) Non-copper distribution Subloop unless required to access Qwest owned inside wire at an MTE. [188]

9.1.1.7 If, on the Effective Date of this Agreement, Qwest is providing to CLEC, pursuant to orders placed in accordance with a preceding Interconnection Agreement, any of the Network Elements described in Section 9.1.1.6 above for which an independent unbundling obligation exists under Section 271 of the Act, absent an agreement to the contrary, Qwest shall bill for such services in accordance with prices and terms that will be described on Qwest's website or applicable Tariff. Such Billing shall commence on the Effective Date of this Agreement.

9.1.1.8 The Parties acknowledge that the Commission may undertake proceedings to determine whether CLECs are impaired without access to certain Unbundled Loops, switching and transport Network Elements. In accordance with Section 9.2.1.3 (Unbundled Loops), Section 9.6.1.5 (Unbundled Dedicated Transport) and Section 9.11.2.0.1 (Unbundled Switching), upon a determination that a particular Network Element is no longer required to be provided on an unbundled basis pursuant to

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182 Triennial Review Order (TRO) at paras. 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

183 *See,* TRO Order at paras. 273, 277 and 47 CFR § 51.319(a)(3) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops). New builds of fiber are not UNEs and Overbuilds are not UNEs if the copper loops are still available to CLEC.

184 *See,* 47 CFR 51.319(d)(4)(ii).

185 *See,* 47 CFR 51.319(d)(3).

186 *Id.*

187 Remote Node/Remote Port/SONET add/drop multiplexing have each been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

188 *See,* TRO at para. 254.

Section 251 of the Act, Qwest shall not be required to provide, and CLEC shall not order, such Network Elements on an unbundled basis, upon the effective date of the Commission determination.[189]

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all ~~c~~Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared (such as Shared Transport). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, card existing subscriber ~~l~~Loop ~~C~~carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross connect jumpers) in order to complete facilities to the End User Customer's premises.

9.1.2.1.2.1 Qwest will also perform routine modifications to existing loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers, including, but not limited to, rearrangement or splicing of cable (including

[189] *See,* 47 CFR 51.319(e)(2) (Unbundled Transport); 47 CFR 51.319(a)(4)-(6) (Unbundled Loops); *See,* 47 CFR 51.319(d)(2) (Unbundled Switching).

rearrangement of existing pairs to include fiber hub counts and rearrangement of existing pairs to extend the line), adding a doubler or repeater, adding and/or rearranging an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer. Rates for such modifications are included in Exhibit A. For DS1 capable loops, this Section is effective immediately. For all other loop facilities, this Section will be effective July 2, 2004.[190]

9.1.2.1.2.2 Qwest will also perform routine modifications to existing Dark Fiber loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers (including the work done on Dark Fiber to provision lit capacity to End User Customers). Rates for such modifications are included in Exhibit A. This Section is effective July 2, 2004. To the extent such modifications constitute a construction of Special Access services, pursuant to retail construction provisions of Special Access or stand-alone construction Tariffs, the terms and conditions of such Tariffs will apply to CLEC. The provisions of this Section shall not be construed to require Qwest to provide unbundled access to a Fiber-to-the-Home loop when Qwest deploys such a loop to an End User Customer premises.[191]

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date. _If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. _Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different Due Date by submitting a supplemental order~~SUP~~ to change the Due Date to a later date.[192]

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

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190 *See,* TRO at para. 634.

191 *Id.*

192 The term "SUP" has been replaced with the more descriptive term "supplemental order" for clarity.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.2.1.5 Intentionally Left Blank.[193]

9.1.3 Intentionally Left Blank~~Reserved for Future Use~~.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a ~~Loop~~ Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. ~~CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply.~~ The ITP may be ordered per termination. The Demarcation Point shall be: [194]

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

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

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

d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

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

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or

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193 Section number is added to align numbering with other states.

194 Revised to delete "Loop" in first sentence because the connection between UNEs and a Demarcation Point is not limited to Loops. Also, revised for approved CMP Product change "PROD.06.17.03.f.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels.

as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and

modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration ~~Charge~~. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network.~~This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.~~ _Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."~~ Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.~~ [195]

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.13 Intentionally Left Blank.

9.1.14 Qwest will re-designate interoffice facilities (IOF) for CLEC where available, with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire copper IOF cable that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike.

9.2 Unbundled Loops

9.2.1 Description

The ~~Local Loop Network Element~~Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a~~n incumbent LEC~~ Qwest Central Office and the Loop Demarcation Point at an ~~e~~End ~~u~~User Customer's premises. The ~~Local Loop Network Element~~Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services,

[195] Revised for approved CMP Product Change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels.

such as Digital Subscriber Line Access Multiplexers), and line conditioning. The ~~Local~~Unbundled Loop includes~~, but is not limited to,~~ DS0, DS1, and DS3~~, fiber, and other high capacity~~ Loops. Qwest will not provide Unbundled OCn Loops or features and functionalities of OCn Loops.[196]

9.2.1.1 ~~"~~Loop Demarcation Point~~"~~ – ~~is defined f~~For the purposes of this Ssection, Loop Demarcation Point ~~a~~is the point where Qwest owned or controlled facilities cease, and CLEC, ~~e~~End ~~u~~User Customer, owner or landlord ownership of facilities begins.[197]

9.2.1.2 FTTH Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises.[198]

9.2.1.2.1 FTTH New Builds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.[199]

9.2.1.2.2 FTTH Overbuilds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH loop parallel to, or in replacement of, an existing copper loop facility:[200]

9.2.1.2.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH loop to such premises and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Not withstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 9.2.1.2.2 shall terminate when

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196 The definitions Section of this SGAT (Section 4) relies on this Section 9.2.1 for the definition of an "Unbundled Loop" (See Section 4, "Loop or Unbundled Loop"). As a result, this section 9.2.1 has been modified to use the term "Unbundled Loop" for clarity. Also, revised in accordance with TRO at paras. 315-318 and 47 CFR § 51.319(a)(1). OCn loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

197 Grammatical change.

198 Revised in accordance with TRO Order at paras. 273, 277 and 47 CFR § 51.319(a)(3) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops). New builds of fiber are not UNEs and Overbuilds are not UNEs if the copper loops are still available to CLEC.

199 Revised in accordance with TRO Order at paras. 273, 277 and 47 CFR § 51.319(a)(3) regarding new builds and overbuilds of fiber cable (i.e., "fiber-to-the-home" loops).

200 *Id.*

Qwest retires such copper Loop in accordance with the provisions of Section 9.2.1.2.3 below.[201]

9.2.1.2.2.2 In the event Qwest, in accordance with the provisions of Section 9.2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element over the FTTH loop, to a 64 kbps transmission path capable of voice grade service.[202]

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH Loop, Qwest will: (i) provide notice of such planned replacement on its website (www.qwest.com/disclosures) and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.[203]

9.2.1.3 In the event the Commission determines, in accordance with 47 CFR 51.319(a)(4)-(6) that requesting Telecommunications Carriers are not impaired without access to DS1, DS3 or Dark Fiber Loops to a specific End User Customer location, Qwest will not provide, and CLEC shall not submit orders for, DS1, DS3, or Dark Fiber Loops, as appropriate, to such specific End User Customer locations. Qwest will maintain on its website a separate listing for DS1, DS3 and Dark Fiber Loops those End User Customer premises for which the Commission has so found. In the event CLEC has DS1, DS3 or Dark Fiber Loops in service to such a specific End User Customer location that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such Loops in accordance with the Qwest Special Access Tariff.[204]

9.2.1.4 Where Unbundled Loops at a DS3 capacity are available, Qwest is not required to provide, and CLEC shall not submit orders for, more than two (2) Unbundled

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201 *Id.*

202 *Id.*

203 Revised in accordance with TRO Order at paras. 282-283 and 47 CFR § 51.319(a)(3)(iii), 47 CFR §51.325(a)(4), 47 CFR § 51.333(b)-(c) for notice of replacement and retirement of copper Loops and copper Subloops with FTTH.

204 *See,* 47 CFR 51.319(a)(4)-(7).

Loops at a DS3 capacity for any single End User Customer location.[205]

9.2.1.5 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.[206]

9.2.1.5.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide unbundled access to the Packet Switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an End User Customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit Switch or multiple circuit Switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.[207]

9.2.1.5.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.[208]

9.2.1.5.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:[209]

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology;[210] or

b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.[211]

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205 *See,* 47 CFR 51.319(a)(5)(iii).

206 *See,* 47 CFR 51.319(a)(2).

207 *See,* 47 CFR 51.319(a)(2)(i).

208 *See,* 47 CFR 51.319(a)(2)(ii).

209 *See,* 47 CFR 51.319(a)(2)(iii).

210 *See,* 47 CFR 51.319(a)(2)(iii)(A).

211 *See,* 47 CFR 51.319(a)(2)(iii)(B).

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops~~,~~ (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own e~~E~~nd ~~u~~User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own e~~E~~nd ~~u~~User Customers. ~~-~~Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the UnbundledLocal Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. [212]

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a~~-~~CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect e~~C~~onfidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access

[212] Revised to use consistent terminology "Unbundled" Loop.

mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop ~~C~~carrier, and fiber optic fed digital ~~C~~carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 ~~Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops.~~ With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber ~~and high capacity~~ Loops to CLEC~~(s)~~ where facilities are available and existing on an ICB basis. Qwest will provision fiber ~~and other high capacity~~ Loops in a non-discriminatory manner, using the same facility~~ies~~ assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber ~~and other high capacity~~ Loops provided under this Section. Qwest shall allow CLEC to access these fiber~~high capacity~~ Loops at accessible terminals including ~~DSXs,~~ FDPs or equivalent in the Central Office, End User Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber ~~and other high capacity~~ Loops provided under this Section as set forth in Exhibit A. [213]

9.2.2.3.2 If CLEC orders a 2/4 wire non-~~-~~loaded or ADSL compatible Unbundled Loop for an End User Customer served by a digital ~~L~~loop ~~C~~carrier system, Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-

[213] Revised in accordance with TRO ¶¶ 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this AgreementSGAT, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this AgreementSGAT requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, and BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the cCircuit dDesign requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet itstheir specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) cCapable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the eEnd uUser Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 773847~~5~~ (Unbundled Loops) and

77375 (DS1). [214]

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an eEnd uUser Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 ~~Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service~~Intentionally Left Blank.[215]

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. -CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, ~~b~~Bridged~~s~~ ~~t~~Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLEC~~s~~ through IMA-GUI or

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214 Correction of typographical error.

215 This Section 9.2.2.7 has been deleted in conformance with the TRO's requirement that Qwest modify existing facilities to provide these loop services. *See,* TRO at para. 634.

IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are load coils on the Loop. [216]

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC, via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as rRemote tTerminals or digital lLoop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital lLoop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the Loop Facilities Assignment and Control System (LFACS) database, which will populate this Loop information into the fields in the Loop qualification tools. [217]

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing eEnd uUser Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office

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216 The term "loads" has been modified to "load coils" for clarity.

217 Clarification of acronym added.

Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new ~~e~~End ~~u~~User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop ~~without LNP~~ installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing ~~e~~End ~~u~~User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/~~Tester~~Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new ~~e~~End ~~u~~User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the ~~e~~End ~~u~~User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation ~~W~~with Cooperative Testing. Coordinated ~~I~~installation ~~W~~with ~~C~~cooperative ~~T~~testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled ~~A~~appointment ~~T~~time, then CLEC must reschedule

the installation by submitting a supplemental LSR for a new Due Date and Aappointment Ttime. If Qwest is not ready within thirty (30) minutes of the scheduled Aappointment Ttime, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Aappointment Ttime on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing eEnd uUser Customer, Coordinated Installation Wwith Cooperative Testing is a "lift and lay" procedure with cooperative testing. —The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new eEnd uUser Customer service, Coordinated Installation Wwith Cooperative Testing may require a dispatch of a technician to the eEnd uUser Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation Wwithout Cooperative Testing. Coordinated Installation Wwithout Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the—CLEC's designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled Aappointment Ttime, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled Aappointment Ttime, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new Aappointment Ttime on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation Wwithout Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the eEnd uUser Customer premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation Wwith Cooperative Testing. Basic Installation Wwith Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing eEnd uUser Customer, Basic Installation Wwith Cooperative Testing is a "lift and lay" procedure with cCooperative tTesting on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Lloop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new eEnd uUser Customer service, Basic Installation Wwith Cooperative Testing may require a dispatch to the endEnd user User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Aappointment Ttime on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (FDT) in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.[218]

9.2.2.9.7.2 CLEC shall request a Project Coordinated

[218] Revised to add clarification of acronym.

Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four (4) employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented ~~(supp)~~ to change the Due Date, within twenty ~~-~~ four (24) hours of the negotiated FDT, CLEC will be charged a one (1) P~~p~~erson three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the ~~-~~Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one (1) P~~p~~erson three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders ~~p~~Project ~~c~~Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the ~~e~~End ~~u~~User Customer.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the ~~rates,~~ terms and conditions for multiplexing of Enhanced Extended Loop (EEL), in Section 9.23.3.9 of this Agreement. ~~The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7~~

~~shall not apply to conversions to Unbundled Loop.~~ [219]

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an ~~e~~End ~~u~~User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the ~~e~~End ~~u~~User Customer to contact CLEC, and Qwest will initiate contact with CLEC.

~~(a) Reserved for Future Use.~~

~~(b) Reserved for Future Use.~~

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's ~~e~~End ~~u~~User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an ~~e~~End ~~u~~User Customer contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the ~~e~~End ~~u~~User Customer, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an ~~e~~End ~~u~~User Customer from their ~~e~~Current Service Provider to CLEC, ~~(old CLEC) to them (new CLEC), new~~ CLEC is responsible for notifying ~~old CLEC~~the Current Service Provider of the conversion. Qwest will disconnect the Loop Qwest provided ~~old CLEC~~ the Current Service Provider and, at ~~new~~ CLEC's request, where technically compatible, will reuse the Loop for the service requested by

[219] *See,* 47 CFR 51.318(b).

~~new~~ CLEC (e.g., resale service). [220]

9.2.2.15.3 When CLEC contacts Qwest with a request to convert an ~~e~~End ~~u~~User Customer from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of ~~-~~thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify ~~the~~ CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority for~~in~~ any facilities made available under the terms of this section.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, ~~OC3, OC12, OC48, OC192,~~ Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates. [221]

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop~~, OCn~~ Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops. [222]

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

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220 This Section 9.2.2.15.2 has been modified to use the defined term "Current Service Provider" instead of the term "old CLEC", and to replace the term "new CLEC" with "CLEC", as CLEC is defined as the party to this agreement.

221 Revised in accordance with TRO at paras. 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

222 *Id.*

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12~~,~~ may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support ~~Functions~~Systems Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale website. [223]

9.2.4.2 Prior to placing orders on behalf of the ~~e~~End ~~u~~User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform

223 Correction to Section reference.

the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. ~~The~~ CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, ~~or~~ xDSL-I capable Loop, or DS1 capable Loop Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.[224]

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit ~~and wait for~~ a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to the date the new version is received by Qwest. [225]

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 ~~Intentionally Left Blank~~Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make

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224 DS1 Capable Loops are included in PID PO-5, Firm Order Confirmations on Time.

225 The language "and wait for" was deleted to provide clarity on the process of CLEC submitting a new LSR and to have consistent language across all Qwest's state SGATs.

changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own ~~e~~End ~~u~~User Customer base and will have the responsibility for resolution of any service trouble report(s) from its ~~e~~End ~~u~~User Customers. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each ~~p~~Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the ~~e~~End ~~u~~User Customer's side of the Loop Demarcation Point. ~~No Trouble Isolation Charges shall apply if the trouble is found to be in the Qwest network.~~ If the trouble is on the ~~e~~End ~~u~~User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge. [226]

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and ~~r~~Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with ~~UNE~~ Loops provided to CLEC~~s~~ by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLEC~~s~~ on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

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226 Revised for consensus language and to be consistent across all states' SGATs. This provision is addressed in the following Section 9.2.5.3 and Section 12.3.

9.2.6 Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards.

Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among ~~c~~Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by the~~a state~~ Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement. [227]

9.2.6.9 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this Agreement~~SGAT~~.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 An Unbundled Subloop is defined as the distribution~~any~~ portion of a~~the~~ copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is ~~t~~Technically ~~f~~Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, ~~n~~Network ~~i~~Interface ~~d~~Device, minimum point of entry, single point of Interconnection~~, main distribution frame~~, ~~r~~Remote ~~t~~Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete

[227] The term Commission is defined in Section 4 as the South Dakota Public Utilities Commission.

transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Dark fFiber Subloop which is addressed in Section 9.7. [228]

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multiple- Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE Tterminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any cCollocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute. [229]

9.3.1.1.44.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered

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228 Revised in accordance with TRO Order at para. 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

229 Revised based on language Qwest agreed to in Arizona (ACC *Final Order on Emerging Services* (Sub Loop Impasse Issue 1) at page 12 para 63.). Qwest agreed to include this language in all its state SGATs.

MTE Terminals. [230]

9.3.1.1.~~4~~1.2 Detached Terminals: All accessible terminals other than MTE Terminals. [231]

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop

b) ~~DS1 Capable Unbundled Feeder Loop~~Intentionally Left Blank. [232]

c) Two-Wire/Four Wire Non-loaded Distribution Loop

d) Intrabuilding Cable Loop~~.~~

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop ~~U~~unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a ~~d~~Demarcation ~~p~~Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop ~~U~~unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross_-connect field at the building terminal.

~~9.3.1.3.2.1 Reserved for Future Use.~~

~~9.3.1.3.2.2 Reserved for Future Use.~~

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is ~~t~~Technically ~~f~~Feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross_-connect field to support Subloop unbundling constitutes a "Cross_-Connect Collocation."

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230 Correction to Section number only.

231 Correction to Section number only.

232 *See,* TRO Order at para. 253 and 47 CFR 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross-Connect Collocation are found within Ssection 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the tTerms of Section 8 and does not constitute a Cross-Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when tTechnically fFeasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or iIntrabuilding eCable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is tTechnically fFeasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dDispute rResolution provisions of this Agreement, that it is not tTechnically fFeasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the eEnd uUser Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this uUnbundled Network eElement at any tTechnically fFeasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the dDemarcation pPoint or Network Interface Device (NID) at the eEnd uUser Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the

response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this Unbundled Network Element at any tTechnically fFeasible accessible terminal.

9.3.2.1.3 iIntrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one (1) Pperson or entity, on which there are multiple buildings.

9.3.2.2 ~~Feeder Loops~~Intentionally Left Blank.

9.3.2.2.1 ~~DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.~~Intentionally Left Blank.[233]

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or iIntrabuilding eCable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. ~~Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.~~ Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross Connect Collocation if required at or near an MTE. [234]

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access eOrdering pProcess. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

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233 *Id.*

234 *See,* TRO at para. 350.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. ~~In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE.~~ In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) calendar Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. If CLEC requires immediate access to the Subloop, then CLEC may access the Subloop element prior to the completion of the inventory per Section 9.3.5.4.7. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accordance with Section 9.3.5.4.1. [235]

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) calendar Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE~~DU~~, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required. If CLEC requests that a new SPOI be established, then CLEC shall pay Qwest a nonrecurring charge that shall be ICB, based on the scope of the work required. If the MTE Tterminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross_-connect field and Demarcation Point. Charges for such

235 Revised to remove duplicate sentence.

rearrangement shall be recovered through recurring termination charges. [236]

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to ~~U~~unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross_-Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is ~~t~~Technically ~~f~~Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

~~9.3.4.2.1 Reserved for Future Use.~~

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to

[236] *See,* TRO at footnote 1058.

access Subloop elements. When ~~t~~Technically ~~f~~Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to ~~s~~Section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing ~~their~~its facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if T~~t~~echnically F~~f~~easible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the ~~Terms and Conditions~~ Dispute Resolution Section of this Agreement. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not ~~t~~Technically ~~f~~Feasible. [237]

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities

[237] Correction to Section reference.

and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes. [238]

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Pprovisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via e-mail, of its intention to provide access to End User eCustomers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar Days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership communicated to another CLEC at the same MTE, Qwest shall provide such notification to requesting CLEC within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User eCustomer side of the terminal, the preceding ten (10) Dday period shall be reduced to five (5)

[238] The new language is pursuant to the Oregon Workshop 4, Part 1 Report at page 19. Qwest has agreed to add this language to all of its SGATs.

calendar Days from Qwest's receipt of such claim. [239]

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within twenty (20) days after CLEC submits an MTE ~~o~~Ownership ~~r~~Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay the CLEC's use of the on-premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-premises wiring and if Qwest demonstrates that the facility used by CLEC is on-premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will compensate Qwest for the use of such on-premises wiring, according to rates set forth in this SGAT, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the ~~c~~Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to ~~U~~unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the ~~c~~Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC order~~eds~~ ~~i~~Intrabuilding ~~C~~eable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than ~~i~~Intrabuilding ~~C~~eable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for ~~i~~Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. _CLEC shall clearly label the cross_-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE ~~Terminal~~ Access Protocol unless the Parties have negotiated a separate

239 This language is the result of consensus at the Washington Emerging Services Workshop.

document for such Subloop access. If CLEC requests a MTE ~~Terminal~~ aAccess ~~p~~Protocol that is different from Qwest's Standard MTE ~~Terminal~~ Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end. [240]

~~9.3.5.4.5.2 Reserved for Future Use.~~

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper, the Subloop Pprovisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross__-Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar Days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If Qwest denies a request for Cross_-Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) calendar Days of CLECs receipt of the denial of space, or a mutually

[240] Changes to correct terminology.

agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Cross-Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the Aacceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the Cross-Connect Collocation Application, is unable to schedule the Aacceptance inspection with CLEC within twenty-one (21) calendar Days of the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

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

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the ~~Support Functions~~Access to OSS – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 Cross-Connect Collocation Charge: CLEC shall pay the full

nonrecurring charge for creation of the Cross_-Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - CLEC will be charged a nonrecurring charge in accordance with Exhibit A required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Nonrecurring Jumper Charge – If CLEC ordered a Subloop type other than lintrabuilding Ceable Loop, CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing eEnd uUser Customer'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 Hhigh Ffrequency Sspectrum Network Element (HUNE). A POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the eEnd uUser Customer by Qwest. This sSection does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to

~~transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology, Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.~~ Intentionally Left Blank. [241]

9.4.1.2 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below. [242]

9.4.1.2.1 **Grandfathered Line Sharing Arrangements**. Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, CLEC may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time. [243]

9.4.1.2.2 **Three Year Transition Period**. CLEC may order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement") in accordance with the provisions of this subsection. The Due Date for any New Line Sharing Arrangement may be no later than October 1, 2004, and CLEC may not order any New Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign. The nonrecurring charge for the installation of Line Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below. [244]

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241 Triennial Review Order (TRO) at paras. 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

242 *See,* TRO at paras. 255, 264, 265, 268, 269 and footnotes 785, 788, 789, and 798 concerning elimination of line-sharing subject to grandfathering provisions with a price change transition.

243 *Id.*

244 *Id.*

(a) During the period beginning on October 2, 2003 and ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be twenty-five (25) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.[245]

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.[246]

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.[247]

(d) **Completion of Transition**. New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.[248]

e) As of February 2, 2004, Qwest's Billing systems are not equipped to Bill the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above. Qwest will not commence Billing the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above until Qwest has provided CLEC with forty-five (45) Days notice, in accordance with Section 5.21. Until such notice has been given, and the forty-five (45) Day notice period has expired, Qwest will Bill a rate for New Line Sharing Arrangements equal to the rate in effect as of October 1, 2003, unless modified by order, ruling or decision of the FCC.[249]

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245 *Id.*

246 *Id.*

247 *Id.*

248 *Id.*

249 While Qwest is authorized, under the TRO, to increase its rates for new line sharing arrangements during the three-year transition period, Qwest's billing systems are not yet capable of billing the new, higher rates. As a result, while Qwest has included language in the SGAT which implement the FCC's transitional rate increases for new line sharing arrangements, Qwest has also included language that retains the current line sharing rates on an interim basis. The

9.4.1.2.3 **Discontinuation of Voice Service**. Notwithstanding anything herein to the contrary, if Qwest disconnects an End User Customer's voice service in accordance with Applicable Law, then CLEC shall be required to purchase the entire loop being disconnected to continue providing DSL service to such End User Customer. [250]

9.4.1.2.4 **Successors and Assigns**. Line Sharing arrangements may be transferred or assigned by CLEC to another Carrier as set forth below.[251]

9.4.1.2.4.1 **Grandfathered Line Sharing Arrangements.** Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier if the DSL service to CLEC's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 9.4.1.2.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to CLEC's End User Customer or (ii) re-termination of the End User Customer's DSL service, then (a) such Line Sharing arrangement shall no longer be subject to the grandfathering provisions of Section 9.4.1.2.1 and (b) such line shall be eligible for treatment as a New Line Sharing Arrangement pursuant to, and subject to the terms and conditions of, Section 9.4.1.2.2 (including, without limitation, the specified recurring and nonrecurring charges for New Line Sharing Arrangements and the October 1, 2004 deadline for establishing New Line Sharing Arrangements).[252]

9.4.1.2.4.2 **New Line Sharing Arrangements**. Any New Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier provided that such transfer or assignment takes place before October 1, 2004. Carrier will be charged the Shared Loop nonrecurring charges as provided in Exhibit A to transfer or assign New Line Sharing Arrangements. Following transfer or assignment, the New Line Sharing Arrangement in question will be assessed the monthly recurring rates described in Sections 9.4.1.2.2 (a)-(c) above, and shall be subject to termination in accordance with Sections 9.4.1.2.3 and 9.4.1.2.4. If re-termination of a New Line Sharing arrangement is required to complete any such transfer or assignment, then the new

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SGAT permits Qwest to implement the FCC's transitional rates forty-five days after providing CLECs notice of the rate increase.

250 *Id.*

251 *Id.*

252 *Id.*

Carrier will be assessed the nonrecurring rates for New Line Sharing Arrangements as specified in Section 9.4.1.2.2 above. No transfers or assignments of New Line Sharing Arrangements shall be allowed after October 1, 2004.[253]

9.4.2 Terms and Conditions

9.4.2.1 General.

9.4.2.1.1 To order the HUNE, CLEC must have a ~~POTS~~ Splitter installed in the Qwest Wire Center that serves the ~~e~~End ~~u~~User Customer as provided for in this Section, and the ~~e~~End ~~u~~User Customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the ~~e~~End ~~u~~User Customer with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the ~~e~~End ~~u~~User Customer to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 ~~Reserved for Future Use~~Intentionally Left Blank.

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing ~~D~~deployment under applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the ~~e~~End ~~u~~User Customer disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess Bridged Taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess Bridged Taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the ~~e~~End ~~u~~User Customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, CLEC can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through ~~POTS~~ Splitters installed in Qwest Wire Centers. ~~POTS~~ Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, ~~POTS~~ Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

253 *Id.*

9.4.2.1.7 ~~Reserved for Future Use~~Intentionally Left Blank.

9.4.2.2 CLEC Collocation Area Splitter.

9.4.2.2.1 If CLEC elects to have ~~POTS~~ Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the ~~POTS~~ Splitters or have Qwest purchase the ~~POTS~~ Splitters subject to full reimbursement of the cost of the ~~POTS~~ Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The ~~POTS~~ Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the ~~POTS~~ Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing tie~~TIE~~ cables for use in connection with Line Sharing. Qwest will perform any necessary tie~~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 Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) tie~~TIE~~ cables will be needed to connect ~~POTS~~ Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie~~TIE~~ cable will carry both voice and data traffic to the ~~POTS~~ Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the ~~POTS~~ Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second tie~~TIE~~ cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and Tie~~IE~~ ~~c~~Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one (1) ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the tie~~TIE~~ cable must be used: one (1) pair of the tie~~TIE~~ cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one (1) tie~~TIE~~ cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One (1) pair in the tie~~TIE~~ cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the tie~~TIE~~ cable will carry the

voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These tie~~TIE~~ cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a tie~~TIE~~ cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the ~~P~~parties, including Qwest. Qwest will provide, for each Shared Loop, the tie~~TIE~~ cable pair assignments.

9.4.2.2.5 The Demarcation Points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

9.4.2.3 Common Area Splitter Collocation.

9.4.2.3.1 If CLEC elects to have ~~POTS~~ Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the ~~POTS~~ Splitters will be installed in those Wire Centers in one (1) of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place Splitters on the COSMIC™/MDF. CLEC either may purchase ~~POTS~~ Splitters or have Qwest purchase the ~~POTS~~ Splitters subject to full reimbursement of the cost of the ~~POTS~~ Splitters plus any pass through actual vendor invoice costs, including but not limited to~~,~~ taxes, shipping and handling~~, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS Splitters~~. The ~~POTS~~ Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the ~~POTS~~ Splitters, but CLEC will lease the ~~POTS~~ Splitters to Qwest at no cost. Qwest may co-mingle the ~~POTS~~ Splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of ~~POTS~~ Splitters or Qwest's inability to obtain ~~POTS~~ Splitters from vendors, if acting as purchasing agent on behalf of CLEC. [254]

9.4.2.3.2 Two (2) ITPs and four (4) tie~~TIE~~ cables will be needed to

[254] This Section 9.4.2.3.1 has been updated with a new sentence which was agreed to by Qwest in Colorado. Also, revised to delete 'and any similar charges assessed on Qwest by vendors in connection with the purchase of Splitters' agreed to in Arizona and Colorado since it already states Qwest will receive full reimbursement of the costs of Splitters.

connect the ~~POTS~~ Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie~~TIE~~ cable will carry both voice and data traffic to the ~~POTS~~ Splitter. The voice and data traffic will be separated at the ~~POTS~~ Splitter, and the separated voice and data traffic will be routed to the ICDF via separate tie~~TIE~~ cables (i.e., the second and third tie~~TIE~~ cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth tie~~TIE~~ cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

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

9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the ~~POTS~~ Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable. [255]

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of ~~POTS~~ Splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Area Splitter Collocation. [256]

9.4.3.2 CLEC may submit applications for additional DS0~~O~~ tie~~TIE~~ cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0~~O~~ tie~~TIE~~ cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) ~~d~~Days, subject to the following terms and conditions identified below:

9.4.3.3.1 Intentionally Left Blank.

9.4.3.3.2 Intentionally Left Blank.

9.4.3.3.3 The interval for reclassification will be fifteen (15) ~~d~~Days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DS0~~O~~ tie~~TIE~~ cable termination or tie~~TIE~~ cable support, the interval will default to thirty (30) ~~d~~Days.

9.4.3.3.4 Intentionally Left Blank.

9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for

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255 Revised to add agreed to language from Washington which is consistent with existing Sections 9.4.2.2.5 and 8.2.1.4 and to be consistent with Qwest's other state SGATs.

256 Correct terminology for type of Collocation.

CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, 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 CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC 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 days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop.

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

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

9.4.4.2 Nonrecurring Rates for the Shared Loop.

9.4.4.2.1 Basic Installation Charge for Shared Loop – A nonrecurring charge for each Shared Loop installed will apply.

9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess Bridged Taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the ~~e~~End ~~u~~User Customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.4.4.3 Nonrecurring Rates for Tie C~~c~~able Reclassification.

9.4.4.3.1 Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing tie~~TIE~~ cable capacity, by among other things, reclassification of existing tie~~TIE~~ cables for Line Sharing, frame re-stenciling, and any other work performed between CLEC's Collocation and the I~~i~~nterconnection~~mediate~~ D~~d~~istribution F~~f~~rame (ICDF) required to provision Line Sharing. [257]

9.4.4.4 Nonrecurring Rates for Maintenance and Repair.

9.4.4.4.1 Trouble Isolation Charge – A nonrecurring charge for ~~T~~trouble isolation will be applied in accordance with ~~the Support Functions – Maintenance~~

[257] Correct terminology for frame type.

~~and Repair~~ Section 12.3.4. [258]

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

9.4.4.5 Rates for Common Area Splitter Collocation.

9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the ICDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

9.4.4.5.2 ~~POTS~~ Splitter Charge – A nonrecurring charge will apply for the cost of each ~~POTS~~ Splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the ~~POTS~~ Splitter, plus any associated costs incurred by Qwest to order the ~~POTS~~ Splitter.

9.4.4.5.3 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing ~~POTS~~ Splitters in the Central Office, either in a bay, on the ICDF, or on the MDF/COSMIC™.

9.4.4.6 ~~POTS~~ Splitter Tie~~IE~~ Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie~~TIE~~ cable connected to the ~~POTS~~ Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie~~TIE~~ cables and associated blocks per one hundred (100) pair between the ~~POTS~~ Splitter and the ~~intermediate distribution frame~~ICDF or Splitter bay. [259]

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A 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. [260]

9.4.5 Ordering Process

9.4.5.1 Shared Loop.

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258 Reference to Section number added for clarity.

259 Revised to include clarification language agreed to in Minnesota, and Qwest has agreed to add to its other state SGATs.

260 Grammatical change.

9.4.5.1.1 As a part of the pre-order process, CLEC can access Loop characteristic information through the Loop Information Tool described in the Access to OSS~~Support Functions~~ Section. CLEC will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing. CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.

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

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

9.4.5.1.3.1 Intentionally Left Blank.

9.4.5.1.4 Qwest will provision the Shared Loop within the standard Uunbundled Loop Provisioning interval as defined in Exhibit C.

9.4.5.1.4.1 The five (5) day Line Sharing Pprovisioning interval is based on the premise that Qwest Provisioning is and remains at roughly ten (10) dDays. It is subject to change either upon consideration of results under the OP-4 diagnostic standard for Line Sharing by either the ROC or upon Commission order. It is also subject to change upon review as Qwest retail intervals drop, under the general standard that the CLEC Line Sharing interval should remain at two (2) dDays less than Qwest's retail interval for xDSL services, or if it can be demonstrated that Qwest is: (a) Pprovisioning more than twenty-five (25) percent of CLEC Line Sharing orders without dispatch, (b) providing xDSL service to at least the same percentage of its own End User Customers without dispatch, and (c) there is a demonstrated difference of more than two (2) dDays in Provisioning with, versus without dispatch, then the CLEC Provisioning interval will be disaggregated.

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

9.4.5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customers in accordance with the

Proof of Authorization Section.

9.4.5.2 Common Area Splitter Collocation.

9.4.5.2.1 This Section only applies to situations where CLEC orders placement of the Splitter in a common area.

9.4.5.2.2 New ~~POTS~~ Splitter shelves may be ordered at the same time as a new Collocation on ~~via~~ a single Collocation Aapplication form ~~and quote preparation fee~~. A single order processing charge applies. Standard intervals as contained in Exhibit C will apply. [261]

9.4.5.2.3 New ~~POTS~~ Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation Aapplication form and the applicable fee to Qwest. Standard ~~Cageless and/or Common Collocation~~ intervals as contained in Exhibit C will apply. [262]

9.4.5.3 Tie~~I~~E Cable Reclassification.

9.4.5.3.1 To the extent CLEC has existing DS~~O~~0 tie~~T~~E cables ~~terminations~~ extending from an ~~intermediate distribution frame~~ICDF to its Collocation space, CLEC may request that these existing DS~~O~~0 tie~~T~~E cables ~~terminations~~ be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations. [263]

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the ~~POTS~~ Splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at eEnd ~~u~~User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at eEnd ~~u~~User Customer premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its eEnd ~~u~~User Customers. CLEC will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the ~~POTS~~ Splitters will be responsible for their maintenance.

9.4.6.3 Qwest and CLEC will continue to develop ~~repair and maintenance~~Maintenance and Repair procedures for Line Sharing and agree to

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261 Revised to include consensus clarification language and grammatical changes from Arizona and Colorado to be consistent with Qwest's other state SGATs.

262 Revised for consistent language with Qwest's other state SGATs.

263 Revised for consistent language with Qwest's other state SGATs.

document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website:_ http://www.qwest.com/wholesale/pcat/. In the interim, Qwest and CLEC agree that the following general principles will guide the ~~repair and maintenance~~Maintenance and Repair process for Line Sharing.

9.4.6.3.1 If an eEnd ~~u~~User Customer complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the eEnd ~~u~~User Customer to solve the problem to the satisfaction of the eEnd ~~u~~User Customer. Qwest will not disconnect the data service provided to an eEnd ~~u~~User Customer over a Shared Loop without the written permission of CLEC unless the eEnd ~~u~~User Customer's voice service is so degraded that the eEnd ~~u~~User Customer cannot originate or receive voice grade calls and/or the eEnd ~~u~~User Customer authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and CLEC are responsible for their respective eEnd ~~u~~User Customer base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective eEnd ~~u~~User Customers.

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the Trouble Isolation Charge (TIC) ~~Charge~~. [264]

9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g., opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. CLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g., opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate Miscellaneous Charges.

9.4.6.4 When ~~POTS~~ Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the ~~POTS~~ Splitters. CLEC will leave one (1) unused, spare Splitter card in every shelf to be used for ~~repair and~~

[264] This Section 9.4.6.3.3 has been modified to add language to ensure circuit integrity is protected during testing of shared loops.

~~maintenance~~Maintenance and Repair until such time as the card must be used to fill the shelf to capacity.

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

9.4.6.6 Qwest and CLEC will work together to address ~~e~~End ~~u~~User Customer initiated repair requests and to prevent adverse impacts to the ~~e~~End ~~u~~User Customer.

9.4.7 Other

9.4.7.1 ~~Reserved for Future Use~~Intentionally Left Blank.

9.4.7.2 Intentionally Left Blank.

9.4.7.3 Intentionally Left Blank.

9.4.7.3.1 Intentionally Left Blank.

9.4.7.3.2 Intentionally Left Blank.

9.4.7.3.3 Intentionally Left Blank.

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of Interconnection of on-premises wiring and Qwest's distribution plant, such as a cross-connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the End User Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the End User Customer's on-premises wiring to the ~~e~~End ~~u~~User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3)

varieties:[265]

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the eEnd ~~u~~User Customer's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. _The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "~~S~~smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Terms and Conditions

9.5.2.1 ~~A~~CLEC ~~can~~may use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-_connect between the two. When Provisioning a NID-to-NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility-based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either

[265] Adding agreed to language from Arizona ALJ Recommendation on Line Splitting and NIDs at page 19, to be consistent across all Qwest's state SGATs.

~~9.5.2.4.4 Reserved for Future Use.~~

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, ~~t~~Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

~~9.5.2.6 Reserved for Future Use.~~

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current ~~S~~simple NID to be replaced with a different ~~S~~simple NID, pursuant to ~~s~~Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5. As of the Effective Date of this Agreement, Qwest has not implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes Section 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC's request, pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5~~.~~ CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Ordering Process

9.5.4.1 ~~Reserved for Future Use~~Intentionally Left Blank.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. ~~Qwest shall have ten (10) calendar Days to respond to such an inquiry.~~ If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by

Qwest. CLEC shall tag ~~their~~its jumper wire. [267]

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the ~~d~~Dispute ~~r~~Resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag ~~their~~its jumper wire.

9.5.4.3 Subject to the terms of Section 9.5.4.2, CLEC may perform a NID-to-NID connection, according to Section 9.5.2.3, and access the End User Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an ~~e~~End ~~u~~User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the ~~d~~Dispute ~~r~~Resolution process contained in this Agreement. Maintenance and Repair processes are contained in the ~~Support Functions~~Access to OSS Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions. The following transport services are not available under the terms of this Agreement:

a) Extended Unbundled Dedicated Interoffice Transport (EUDIT);[268]

b) OCn UDIT;[269]

c) More than twelve (12) DS3 UDIT per route;[270]

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267 This Section 9.5.4.2 has been modified to reflect language in Qwest's other states SGATs. The ten calendar Day interval is included in Section 9.3.

268 A Qwest EUDIT has served as a CLEC entrance facility. Paragraph 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic."

269 Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

d) UDIT as a part of a Meet Point;[271]

e) Remote Node/Remote Port;[272]

f) SONET add/drop multiplexing; [273]or

g) UDIT on routes where the Commission has found no CLEC impairment.[274]

9.6.1 ~~-~~Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest eEnd oOffice sSwitches, Serving Wire Centers or tTandem sSwitches in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. ~~Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area.~~ UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. ~~Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Iinterconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and~~ UDIT isare available in DS0 through DS3~~OC-192~~ bandwidths~~ and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process~~. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication

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270 Paragraph 388 of the TRO states, "...we establish a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."

271 The CLEC-provided facility in a mid-span meet is a CLEC's entrance facility. Paragraph 365 of the TRO states, "...the Act does not require incumbent LECs to unbundle transmission facilities connecting incumbent LEC networks to competitive LEC networks for the purpose of backhauling traffic." Further, paragraph 365 of the TRO states, "We limit our definition of dedicated transport under section 251(c)(3) to those facilities connecting incumbent LEC switches and wire centers within a LATA."

272 Remote Node/Remote Ports have been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

273 SONET add/drop multiplexing has been provided only in association with OCn-rate UDIT. Paragraph 359 of the TRO states, "We find on a national level that requesting carriers are not impaired without access to unbundled OCn transport facilities."

274 FCC TRO paragraph 359 of the TRO states, "We find on a national level that requesting carriers are impaired without access to unbundled DS1 (and DS3 transport) subject to (both) a granular route-based review by the states to identify available wholesale facilities (and to identify where transport facilities can be deployed)."

77389. [275]

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to twenty-eight (28) DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and twenty-eight (28) DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to twenty-four (24) DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and twenty-four (24) DS0 signals terminated at a Demarcation Point. ~~SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.~~ [276]

9.6.1.3 ~~In conjunction with a UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver 3 DS3s or 84 DS1s; at OC12 a payload of 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of 4 OC12s or 16 OC3s or 48 DS3s~~Intentionally Left Blank. [277]

9.6.1.4 Where unbundled DS3 is available as a UNE, Qwest is not required to provide, and CLEC shall not submit orders for, more than twelve (12) DS3 UDIT channels on a specific Wire Center to Wire Center route for which unbundled DS3 UDIT is available as an Unbundled Network Element.[278]

9.6.1.5 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS3 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS3 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS3 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.[279]

9.6.1.6 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS1 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS1 UDIT channels along such route(s). Qwest will maintain on its website a

275 *See,* TRO at para. 365.

276 *See,* TRO at para. 359.

277 *Id.*

278 *See,* 47 CFR 51.319(e)(2)(iii).

279 *See,* 47 CFR 51.319(e)(2); 51.319(e)(2)(i) and (ii).

listing of routes for which the Commission has so found. In the event CLEC has DS1 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.[280]

9.6.1.7 All services provided in this Section, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 9.1.1.5 of this Agreement. [281]

9.6.1.8 All services provided in this Section are subject to the Ratcheting criteria as outlined in Section 9.1.1.4 of this Agreement.[282]

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself._ When UDIT is combined or Commingled with high capacity loops, the circuit is subject to the Service Eligibility Criteria as stated in Section 9.1.1.5. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous ~~D~~dedicated ~~T~~transport element from one point to another. UDIT may be directly connected to Finished Services, except for services that the Commission or the FCC expressly prohibit to be connected to UDIT by existing rules. [283]

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) ~~and regeneration requirements~~ with its initial installation for the 3/1 multiplexer, including all twenty-eight (28) DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low ~~S~~side ~~C~~channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer. [284]

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280 *Id.*

281 *See,* 47 CFR 51.318(a).

282 *See,* TRO at para. 599.

283 *See,* TRO at para. 365.

284 Revised for approved CMP Product Change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels.

9.6.2.3 With the exception of combinations provided through the UNE Combinations ~~Section,~~ Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. ~~Collocation is required at the Qwest Central Office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration pursuant to Section 9.1.4 and the charges listed in Exhibit A will apply.~~Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B." [285]

9.6.2.4 ~~CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2~~Intentionally Left Blank. [286]

9.6.2.5 ~~For DS1 EUDIT, Qwest may provide existing copper to CLEC's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC~~Intentionally Left Blank. [287]

9.6.2.6 ~~At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow termination of an UDIT on the electronics to permit UDIT to have the full features and functionalities of the electronics~~Intentionally Left Blank. [288]

9.6.2.7 ~~EUDIT cannot traverse a Qwest Wire Center~~Intentionally Left Blank. [289]

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. -In

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285 Revised for approved CMP Product change "PROD.06.17.03.F.03428.UDIT_V16" to reflect that Qwest will not charge for channel regeneration. Qwest will design circuits to include regeneration, if necessary, to meet standard signal levels. Also, revised in accordance with TRO at para. 359.

286 *See,* TRO at para. 365.

287 *Id.*

288 *Id.*

289 *Id.*

addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Qwest ~~offices~~Wire Centers.

c) ~~DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element~~Intentionally Left Blank. [290]

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

e) ~~DS1 EUDIT Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility~~Intentionally Left Blank. [291]

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. _In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Qwest ~~offices~~Wire Centers.

c) ~~DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element~~Intentionally Left Blank. [292]

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

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

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290 *Id.*

291 *Id.*

292 *Id.*

~~EUDIT Facility~~Intentionally Left Blank. [293]

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. ~~-~~In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Qwest ~~offices~~Wire Centers.

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

9.6.3.4 ~~OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:~~Intentionally Left Blank.[294]

a) ~~OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.~~Intentionally Left Blank.[295]

b) ~~OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.~~Intentionally Left Blank.[296]

c) ~~OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.~~Intentionally Left Blank.[297]

d) ~~OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.~~Intentionally Left Blank.[298]

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293 *Id.*

294 *See,* TRO at para. 359.

295 *Id.*

296 *Id.*

297 *Id.*

298 *Id.*

e) ~~OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.~~Intentionally Left Blank.[299]

9.6.3.5 ~~OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:~~Intentionally Left Blank.[300]

a) ~~OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.~~Intentionally Left Blank.[301]

b) ~~OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.~~Intentionally Left Blank.[302]

c) ~~OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.~~Intentionally Left Blank.[303]

d) ~~OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.~~Intentionally Left Blank.[304]

e) ~~OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.~~Intentionally Left Blank.[305]

9.6.3.5.1 ~~OC-48 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:~~Intentionally Left Blank.[306]

a) ~~OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also~~

299 *Id.*

300 *Id.*

301 *Id.*

302 *Id.*

303 *Id.*

304 *Id.*

305 *Id.*

306 *Id.*

~~applies.~~Intentionally Left Blank.[307]

b) ~~OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.~~Intentionally Left Blank.[308]

c) ~~OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.~~Intentionally Left Blank.[309]

d) ~~OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.~~Intentionally Left Blank.[310]

e) ~~OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.~~Intentionally Left Blank.[311]

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one (1) DS3 44.736 Mbps to twenty-eight (28) 1.544 Mbps channels.

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

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

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one (1) DS1 1.544 Mbps to twenty-four (24) 64 Kbps channels.

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307 *Id.*

308 *Id.*

309 *Id.*

310 *Id.*

311 *Id.*

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all twenty-eight (28) channels.

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

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

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Agreement and include the following charges:Intentionally Left Blank.[312]

a) Recurring Remote Node Charge. The Remote Node at OC3, OC12 or OC48.Intentionally Left Blank.[313]

b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC3, OC12.Intentionally Left Blank.[314]

c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.Intentionally Left Blank.[315]

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes are contained in the Support FunctionsAccess to OSS Section of this Agreement.

9.6.4.1.2 Reserved for Future UseIntentionally Left Blank.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. _The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

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312 *Id.*

313 *Id.*

314 *Id..*

315 *Id.*

a) Service ~~d~~Date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or

b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

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

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

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

~~9.6.4.6 Reserved for Future Use.~~

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the ~~Support Functions~~Access to OSS Section of this Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT ~~or EUDIT~~ terminations on CLEC's Demarcation Point or to change UDIT ~~or EUDIT~~ options. These rearrangements are available through a single ~~office~~Wire

Center or dual ~~office~~Wire Center request. Single ~~office~~Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual ~~office~~Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs ~~or EUDITs~~. [316]

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit strand or ~~strand~~pair of fiber ~~optic cable or strands~~ that connects two (2) points within Qwest's network within the same LATA and state. ~~UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state.~~ UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes a~~n~~ deployed route between two (2) Qwest Wire Centers; ~~and~~ (b) UDF-Loop, which constitutes a deployed Loop ~~or section of a deployed Loop~~ between a Qwest Wire Center and an End User Customer premises; and (c) UDF MTE Subloop that begins at or near an MTE to provide access to MTE premises wiring; ~~and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center~~. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.[317]

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316 *See,* TRO at para. 365.

317 This Section has been modified to clarify that a CLEC can order fiber in one or two strand capacity. Also, revised for TRO at para. 365 redefines transport to only include transport

9.7.1.2 Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF). Qwest account representatives will work with CLEC on a plan to convert any existing E-UDF to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free ASRs to convert or disconnect any existing E-UDF with Due Dates within ninety (90) Days of the Effective Date of this Agreement. This deadline may be extended, with the mutual agreement of both Parties. [318]

9.7.1.3 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dark fiber transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, dark fiber along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has dark fiber transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service within ninety (90) Days of the Commission determination. The ninety (90) Day interval may be extended, with the mutual agreement of both Parties.[319]

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with Ssection 9.1.~~2.~~ Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried without specific identification of location and are not readily accessible without excavation) are necessary to provide access to UDF MTE subloops. CLEC can submit an FVQP for Qwest to open any splice box and create a network Demarcation Point for access to existing Dark Fiber strands. If Qwest deems it is technically infeasible, including evaluations of space limitations, to provide CLEC access at the requested splice box, Qwest will provide CLEC with a written notification of the reasons why such access is not Technically Feasible. If Qwest and CLEC are unable to reach agreement on Technical Feasibility, the Parties may enter Dispute Resolution under this Agreement.~~Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF, subject to the following conditions:~~ [320]

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between Qwest offices. *Also See,* TRO Order at para. 253 and 47 CFR § 51.319(a)(2)(iii). Feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

318 *See,* TRO at para. 365 which redefines transport to only include transport between Qwest offices.

319 *See*, 47 CFR 51.319(e)(3).

320 *See,* TRO at para. 253 and amended rules for subloops. Qwest is no longer required to provide unbundled feeder subloops.

9.7.2.2.2.1 ~~Unspliced fiber is available, subject to Section 9.7.2.5;~~Intentionally Left Blank.[321]

9.7.2.2.2.2 ~~Available unspliced fiber is not ribbon fiber;~~Intentionally Left Blank.[322]

9.7.2.2.2.3 ~~Splice capacity is available in the Qwest splice case;~~Intentionally Left Blank.[323]

9.7.2.2.2.4 ~~Space exists for CLEC splice case;~~Intentionally Left Blank.[324]

9.7.2.2.2.5 ~~Qwest will perform splice in Qwest splice case;~~Intentionally Left Blank.[325]

9.7.2.2.2.6 ~~CLEC shall not have access to Qwest's splice case;~~Intentionally Left Blank.[326]

9.7.2.2.2.7 ~~Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;~~Intentionally Left Blank.[327]

9.7.2.2.2.8 ~~Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;~~Intentionally Left Blank.[328]

9.7.2.2.2.9 ~~Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC;~~Intentionally Left Blank.[329]

9.7.2.2.2.10 ~~CLEC will perform splices in CLEC splice case per Technical Publication 77383;~~Intentionally Left Blank.[330]

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321 *Id.*

322 *Id.*

323 *Id.*

324 *Id.*

325 *Id.*

326 *Id.*

327 *Id.*

328 *Id.*

329 *Id.*

330 *Id.*

9.7.2.2.2.11 ~~Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and~~Intentionally Left Blank.[331]

9.7.2.2.2.12 ~~All access is subject to the Field Verification and Quote Preparation (FVQP).~~Intentionally Left Blank. [332]

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests Qwest to obtain and connect the electronic equipment, Qwest will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC. In the event CLEC requests that Qwest obtain and connect the electronic equipment to the Dark Fiber and Qwest does so, then the facilities will be rated and treated as tariffed services, UDIT or Loop UNEs of appropriate capacity, as applicable. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span. [333]

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or two (2) strands (by the pair). ~~In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand.~~ CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. ~~Efficient use of E-UDF is defined as providing a minimum of OC-3 termination on each fiber pair.~~ CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph. [334]

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest

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331 *Id.*

332 *Id.*

333 Arizona Staff's Final Proposed Findings of Fact; Access to UNEs, at paras. 273, 291, and 292. Qwest has agreed to bring this language forward into the other states in Qwest's region.

334 The first sentence has been modified and the second deleted to clarify that unbundled dark fiber is available in one or two strands capacity. The next to last sentence has been deleted in conformance with the redefinition of transport per the TRO at para. 365.

shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) calendar dDay period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue. [335]

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

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

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

9.7.2.9 ~~CLEC shall not use UDF that is part of Loop-transport combination, as a substitute for special or Switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its eEnd uUser Customers over the UDF as set forth by the FCC (See 9.23.3.7.2)~~Intentionally Left Blank. [336]

9.7.2.10 Upon thirty (30) calendar Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

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335 Grammatical change to be consistent with Qwest's other state SGATs; no change to interval.

336 *See*, TRO at para. 140, which defines qualifying services that UNEs can be used to provide.

9.7.2.11 ~~Reserved for Future Use~~Intentionally Left Blank.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to ~~s~~Section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of ~~either~~ the UDF-Loop ~~or the E-UDF unless Loop and transport combinations are ordered~~. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop ~~or E-UDF~~ with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate ~~Central Offices~~Wire Centers within a UDF or at ~~Central Offices~~Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate ~~Central Offices~~Wire Centers. [337]

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the eEnd ~~u~~User Customer premises. All negotiations with the premises eEnd ~~u~~User Customer and or premises owner are solely the responsibility of CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing eEnd ~~u~~User Customer premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. ~~The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.~~ [338]

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one (1) termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: ~~Qwest and~~ CLEC ~~shall mutually agree~~may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC ~~must~~will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light

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337 The changes are in conformance with the redefinition of transport per the TRO at para. 365.

338 *See,* TRO at para. 350. Collocation is not required to access intrabuilding cable subloops.

generating equipment. [339]

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the ~~appropriate outside plant structure or~~ End User Customer~~s~~ premises. [340]

9.7.2.17.3 ~~E-UDF: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center~~Intentionally Left Blank. [341]

9.7.2.18 If, within ten (10) ~~d~~Days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow CLEC~~'s~~ to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDP~~S~~s or equivalent in the ~~Central Office~~Wire Center, End User Customer premises or at a Qwest owned outside plant location (e.g., CEV, RT or hut).

9.7.2.20 ~~Qwest shall allow CLEC to access Dark Fiber that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an interconnection agreement containing access to Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.~~Intentionally Left Blank.[342]

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two (2) requested locations: between two (2) Qwest Wire Centers, between a Qwest -Wire Center and an eEnd uUser Customer premises~~, or between a Qwest Wire Center and an appropriate~~

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339 The revisions to this Section 9.7.2.17.1 were agreed to in Washington, and Qwest agreed to include in its other state SGATs.

340 *See,* TRO at para. 253 and also amended rules for subloops. Qwest is no longer required to provide unbundled feeder subloops.

341 *See,* TRO at para. 365. E-UDIT eliminated per transport definition.

342 *See,* TRO at para. 365.

~~outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.~~ [343]

9.7.3.1.1 CLEC must submit a UDF inquiry and~~through its account team.~~ CLEC must specify the two (2) locations and the number of fibers requested. [344]

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5~~-(b),~~ _Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF simple ~~l~~inquiry ~~R~~response and the complex inquiry response for UDF IOF and UDF Loop premises combinations will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available. [345]

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request, (UDF-Loop, or UDF-IOF~~ or E-UDF~~), there are two (2) possible termination scenarios. [346]

9.7.3.3.1 Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to the installation charges specified in Exhibit A. The installation interval quoted will be~~will include costs and an interval~~

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343 *See,* TRO at para. 365.

344 Qwest has modified its processes to allow CLECs to submit an inquiry form, rather than requiring manual handling by the account team.

345 This section has been modified to clarify that the inquiry response is available for both simple and complex inquiries.

346 *See,* TRO at para. 365. Transport has been redefined to eliminate transport from a Qwest wire center to a CLEC wire center.

in accordance with Exhibit C. [347]

9.7.3.3.2 ~~Reserved for Future Use~~Intentionally Left Blank.

9.7.3.3.3 Termination at Qwest Wire Center or~~,~~ End-~~ u~~User Customer ~~P~~premises ~~or CLEC Wire Center~~: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF ~~IOF, UDF Loop going to an~~ terminations at a Qwest Wire Center or ~~e~~End ~~u~~User Customer premises~~, or E-UDF going to a CLEC Wire Center~~, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed. [348]

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply in accordance with Exhibit A. [349]

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to ~~S~~section 9.7.3.1 of this Agreement and receive a UDF ~~I~~inquiry ~~R~~response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a ~~F~~field ~~V~~verification that the route to be reserved is available. If CLEC does not obtain a ~~F~~field ~~V~~verification, CLEC assumes the risk that records upon which the UDF ~~I~~inquiry ~~R~~response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) ~~d~~Days. CLEC must contact Qwest to~~may~~ extend or renew reservations if there is delay in completion of the Collocation build. UDF reservations are also available for a six (6) month period if a Collocation Application has not been submitted. CLEC must submit the Collocation Application by the last day of the six (6) month period and contact Qwest with the Collocation Application information to extend the UDF reservation. All applicable UDF recurring charges specified in ~~S~~sections 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation. [350]

9.7.4 Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the ~~Support Functions~~Access to OSS Section of this Agreement.

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347 The revised language is for clarification purposes.

348 *See,* TRO at para. 365. Transport has been redefined to eliminate transport from a Qwest wire center to a CLEC wire center.

349 The revised language is added to provide a reference to Exhibit A.

350 Charges to reflect newer PCAT provisions that are available for all CLECs.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) Qwest Wire Centers or between a Qwest Wire Center and a Qwest End User Customer premises. A complex IRI is used to determines if a UDF MTE Subloop is available to gain access to network infrastructure within an MTE~~between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route~~, or if a UDF IOF and UDF Loop combination is available. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF. [351]

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an ~~e~~End ~~u~~User Customer premises. Qwest will prepare a quote which will explain what work activities, timeframes, and additional costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar Days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and End User Customer premises (i.e., simple IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering~~Field~~ Verification charge assessed in the context of the reservation.

c) Engineering~~Field~~ Verification. This rate element is an additional records check for Unbundled Dark Fiber, if the request involves splicing ~~work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve~~.[352]

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the

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351 The SGAT has been modified to provide for a new process under which combination inquiry requests will no longer require an SRP form, but can be ordered via the standard complex IRI form.

352 Clarification language added.

availability of UDF has been established and CLEC chooses to access UDF. [353]

9.7.5.2.1 Unbundled Dark Fiber Single Strand - IOF Rate Elements [354]

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two (2) UDF-IOF terminations apply per cross connect provided on the facility~~pair~~. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point. [355]

b) UDF-IOF Fiber Transport, (Per Strand~~Pair~~) Rate Element. This recurring rate element ~~has both a recurring and a nonrecurring component and~~ applies per strand~~pair~~. This rate element provides a transmission path between Qwest Wire Centers. ~~The recurring component of t~~This rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile. [356]

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per strand~~pair~~. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF. [357]

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements (Per Strand) [358]

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at ~~either~~ the End User Customer premises ~~or an appropriate outside plant structure~~. Two (2) UDF-Loop terminations apply per strand~~pair~~. [359]

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353 Revised to add agreed to clarification language to be consistent with Qwest's other state SGATs.

354 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand.

355 *Id.*

356 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand, and to eliminate the nonrecurring component of this rate element.

357 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand.

358 *Id.*

359 *See,* TRO Order at para. 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

b) UDF-Loop Fiber (Per Strand~~Pair~~) Rate Element. This recurring rate element ~~has both a recurring and a nonrecurring component, and it~~ applies per strand~~pair~~. This rate element provides a transmission path between the Qwest Serving Wire Center and ~~either~~ the End User Customer premises ~~or an appropriate outside plant structure~~. [360]

c) UDF-Loop Fiber Cross-_Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per strand~~pair~~, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-Loop. [361]

9.7.5.2.3 ~~Extended Unbundled Dark Fiber Rate Elements~~Intentionally Left Blank. [362]

a) ~~E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair~~Intentionally Left Blank. [363]

b) ~~E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center~~Intentionally Left Blank. [364]

c) ~~E-UDF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for E-UDF~~Intentionally Left Blank. [365]

9.7.5.2.4 Unbundled Dark Fiber- Order Charge, First Strand/Route, Per Order. [366]

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360 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand, and to eliminate the non-recurring component of this rate element. Also see, TRO Order at para. 253 and 47 CFR § 51.319(a)(2)(iii). Fiber feeder is not a UNE except as part of a complete transmission path from the Central Office to the Customer's premises.

361 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand.

362 *See,* TRO at para. 365. Transport has been redefined to eliminate transport from a Qwest wire center to a CLEC wire center.

363 *Id.*

364 *Id.*

365 *Id.*

366 This Section has been updated to permit CLECs to order dark fiber in increments of a single strand.

a) This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location. See Exhibit A.[367]

9.7.5.2.5 Unbundled Dark Fiber- Order Charge, Each Additional Strand/Route, Per Order.[368]

a) This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request. See Exhibit A.[369]

9.7.5.2.6 Unbundled Dark Fiber per Pair - IOF Rate Elements [370]

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. See Exhibit A.[371]

b) UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile. See Exhibit A.[372]

9.7.5.2.7 UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF. See Exhibit A.[373]

9.7.5.2.8 Unbundled Dark Fiber - Loop Rate Elements (Per Pair)[374]

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367 *Id.*

368 *Id.*

369 *Id.*

370 *Id.*

371 *Id.*

372 *Id.*

373 *Id.*

374 *Id.*

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the End User Customer premises or an appropriate outside plant structure. A minimum of two (2) UDF-Loop terminations apply per pair, per cross connect. See Exhibit A.[375]

b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has a recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the End User Customer premises. See Exhibit A.[376]

c) UDF-Loop Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-Loop. See Exhibit A.[377]

d) First Splice Location. This rate element is for the work performed at the first manhole or splicing location associated with an order. See Exhibit A.[378]

e) Additional Splice Locations. This rate element is for the work performed at the second manhole or splicing location associated with an order that requires assessment of the first splice location element. See Exhibit A.[379]

f) If a third splice is a required for a single order, the first splice location rate will apply.[380]

9.7.5.2.9 Unbundled Dark Fiber- Order Charge, 1st Pair/Route, Per Order.[381]

a) This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location. See Exhibit A.[382]

375 *Id.*

376 *Id.*

377 *Id.*

378 *Id.*

379 *Id.*

380 *Id.*

381 *Id.*

382 *Id.*

9.7.5.2.10 Unbundled Dark Fiber- Order Charge, Each Additional Pair/Route, Per Order, Location, Request.[383]

a) This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for the same CLEC. See Exhibit A.[384]

9.8 Shared ~~Interoffice~~ Transport

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one Carrier, including Qwest, between End Office Switches, between End Office Switches and Tandem Switches (local and ~~a~~Access ~~t~~Tandem ~~s~~Switches), and between Tandem Switches.

9.8.2 Terms and Conditions

9.8.2.1 Shared Transport is only provided for traffic on Qwest's local interoffice network that is associated with Unbundled Local Switching ~~Ports~~ and Unbundled Network Element-Platform (UNE-P)~~,~~ services provided under this Agreement. Transport beyond Qwest's local interoffice network will be carried on Qwest's IntraLATA Toll network and provided by Qwest to CLEC only if CLEC chooses Qwest to provide IntraLATA Toll services for its Unbundled Local Switching and/or UNE-P End User Customers~~as described in the UNE Combinations Section~~. The existing routing tables resident in the Switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network. [385]

9.8.2.2 CLEC may custom route operator services or ~~d~~Directory ~~a~~Assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

a) Provide Shared Transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.

b) Provide Shared Transport transmission facilities between End Office Switches, between ~~e~~End ~~o~~Office Switches and ~~t~~Tandem Switches, and between ~~t~~Tandem Switches in its network.

c) Permit CLEC that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's Switch.

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383 *Id.*

384 *Id.*

385 *See,* TRO at footnote 480.

d) Permit CLEC to use ~~s~~Shared (or dedicated) ~~t~~Transport as an ~~u~~Unbundled Network ~~e~~Element to carry originating access traffic from, and terminating to, End User Customers to whom CLEC provides ~~L~~local Exchange Service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with ~~U~~unbundled Line Side Port and ~~U~~unbundled ~~L~~local ~~S~~switching via the LSR process. Shared ~~t~~Transport is assumed to be the choice of routing when ordering a Port, unless specified differently by CLEC. Installation intervals are incorporated in the ~~U~~unbundled Line Side Port and are listed in the PCAT.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

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

9.9.1 Description

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

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and ~~V~~virtual ~~P~~ports (~~V~~virtual ~~P~~ports are for connecting one ~~e~~End ~~u~~User Cc~~u~~stomer to another). The DCS p~~P~~ort is connected to the Demarcation Point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "~~D~~design-~~T~~to" point and a network interface at the DCS. CLEC is responsible for designing to the "~~D~~design-~~T~~to" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 ~~P~~port functionality, CLEC will order a DS1 UCCRE ~~P~~port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of twenty-four (24) DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two (2) methods: ~~D~~dial ~~U~~up or ~~A~~attendant ~~A~~access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those Central ~~e~~Offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's ~~e~~End ~~u~~User Customers.

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

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

9.9.3.1.1 DS1 Port;

9.9.3.1.2 DS3 Port;

9.9.3.1.3 Dial Up Access; and

9.9.3.1.4 Attendant Access.

9.9.3.2 Nonrecurring rate elements include:

9.9.3.2.1 DS1 Port;

9.9.3.2.2 DS3 Port; and

9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the ~~B~~basic ~~i~~installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

9.10 Local Tandem Switching

Upon the Effective Date of this Agreement, unbundled local Tandem Switching provisioned at the DS1 or above capacity is no longer available as an Unbundled Network Element. Qwest shall provide access to local Tandem Switching in a non-discriminatory manner. Qwest shall provide access to local Tandem Switching at the DS0 level pursuant to the SRP process~~Qwest shall provide access to local tandem switching in a non-discriminatory manner according to the following terms and conditions~~. [386]

[386] *See,* 47 CFR 51.319(d)(3).

9.10.1 ~~Description~~Intentionally Left Blank. [387]

9.10.1.1 ~~Access to local tandem switching includes the facilities connecting the trunk distribution frames to the Switch and all the features, functions, and capabilities of the Switch itself, including those facilities that establish a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the features, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any, rather than in separate end-office switches.~~Intentionally Left Blank. [388]

9.10.1.2 ~~In the event that a Qwest Wire Center subtends only an access tandem, and does not subtend a local tandem, Qwest will provide unbundled access to such access tandem.~~Intentionally Left Blank. [389]

9.10.2 ~~Terms and Conditions~~Intentionally Left Blank. [390]

9.10.2.1 ~~If CLEC obtains its local tandem switching from a third party tandem provider, tandem-to-tandem connections will be required between Qwest and the third party tandem provider. The tandem-to-tandem connections must be local Interconnection trunk-type connections, and will be provided by CLEC. CLEC may provide the trunks itself, purchase them from a third party, or may purchase them from Qwest.~~Intentionally Left Blank. [391]

9.10.2.2 ~~The requirement to provide access to unbundled local tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross connect panel and a Switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the feature, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any (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. Qwest shall unbundle access to call recording equipment in a Qwest local tandem~~Intentionally Left Blank. [392]

9.10.3 ~~Rate Elements~~Intentionally Left Blank. [393]

9.10.3.1 ~~A DS1 Tandem Trunk Port is a 4-wire DS1 Trunk Side Switch Port terminating at a DS1 Demarcation Point and incurs a nonrecurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local~~

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387 *Id.*

388 *Id.*

389 *Id.*

390 *Id.*

391 *Id.*

392 *Id.*

393 *Id.*

~~message type traffic and incurs a nonrecurring charge to establish trunk group members.~~Intentionally Left Blank. [394]

9.10.3.2 ~~Use of local tandem switching is billed on an originating per minute of use basis.~~Intentionally Left Blank. [395]

9.10.4 ~~Ordering Process~~Intentionally Left Blank. [396]

9.10.4.1 ~~Requests for DS1 Tandem Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs – UDIT Section of this Agreement.~~Intentionally Left Blank. [397]

9.10.5 ~~Maintenance and Repair~~Intentionally Left Blank. [398]

9.10.5.1 ~~The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.~~Intentionally Left Blank. [399]

9.11 Local Switching

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

9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses Line Side and Trunk Side facilities, plus the features, functions, and capabilities of the Switch. The features, functions, and capabilities of the Switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's End User Customers. Unbundled Local Switching also includes access to all vertical features that the Switch is capable of providing, as well as any ~~t~~Technically ~~f~~Feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer and bill for Exchange Access and termination of EAS/local traffic. [400]

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394 *Id.*

395 *Id.*

396 *Id.*

397 *Id.*

398 *Id.*

399 *Id.*

400 The phrase "and termination of EAS/local traffic" has been added to reflect Qwest's obligation to permit CLECs to offer and bill for termination of EAS/local traffic; this language is consistent with Qwest's other state SGATs.

9.11.1.1.1 CLEC is not required to use Qwest's Directory Assistance Services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. CLEC may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

9.11.1.1.2 ~~Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 Remote Terminal under the following conditions:~~Intentionally Left Blank.[401]

9.11.1.1.2.1 ~~The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.~~Intentionally Left Blank. [402]

9.11.1.1.2.2 ~~The transport between the Qwest Switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the Demarcation Point will be at a physical cross connect point at the RT. If transport is provided by CLEC, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.~~Intentionally Left Blank. [403]

9.11.1.1.2.3 ~~Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.~~Intentionally Left Blank. [404]

9.11.1.1.2.4 ~~The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.~~Intentionally Left Blank. [405]

9.11.1.1.2.5 ~~All traffic must be delivered at 64 clear channel. (i.e.~~

401 *See,* 47 CFR 51.319(d)(3).

402 *Id.*

403 *Id.*

404 *Id.*

405 *Id.*

~~voice compression will not be allowed).~~Intentionally Left Blank. [406]

9.11.1.1.2.6 ~~GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.~~Intentionally Left Blank. [407]

9.11.1.1.2.7 ~~While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in Provisioning will be made only at the request of CLEC. CLEC will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all Provisioning will be done solely by Qwest at CLEC's request.~~Intentionally Left Blank. [408]

9.11.1.1.2.8 ~~The p~~Parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. ~~It is assumed that this will be done in an as yet undeveloped cooperative manner~~Intentionally Left Blank. [409]

9.11.1.1.2.9 ~~This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.~~Intentionally Left Blank. [410]

9.11.1.2 Qwest's trunk ~~p~~Ports are utilized to access routing tables resident in Qwest's Switch, as necessary to provide access to Shared Transport. Shared ~~t~~Transport is described earlier in this Section of this Agreement.

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

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. The Special Request Process contained in Exhibit F of the Agreement shall be used when ordering the activation and/or loading of vertical features on a Switch, that are not currently activated or loaded on the Switch. If features that are loaded on Qwest's Switch(es) are migrated to AIN for Qwest's own use, the Switch software for such features will be retained on the Qwest Switch(es) for the use of CLEC and CLEC's End User Customers.

406 *Id.*

407 *Id.*

408 *Id.*

409 *Id.*

410 *Id.*

9.11.1.4 Line ~~p~~Ports include:

a) Analog Line Port; and

b) Digital Line Port.

9.11.1.5 Trunk ~~p~~Ports include but are not limited to:

a) ~~DS1 Trunk Port (including Local Message);~~Intentionally Left Blank.[411]

b) ~~PRI ISDN Trunk Port;~~Intentionally Left Blank. [412]

c) DID/PBX Trunk Port.~~;~~

d) ~~DS3 Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement; and~~Intentionally Left Blank. [413]

e) ~~OCN Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement.~~Intentionally Left Blank. [414]

9.11.1.6 The following are attributes of line ~~p~~Ports and include but are not limited to:

9.11.1.6.1 Telephone ~~n~~Number;

9.11.1.6.2 Directory Listing;

9.11.1.6.3 Dial Tone;

9.11.1.6.4 Signaling (Loop or ground start);

9.11.1.6.5 On/Off Hook Detection;

9.11.1.6.6 Audible and Power Ringing;

9.11.1.6.7 Automatic Message Accounting (AMA Recording);

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and

9.11.1.6.9 Blocking Options.

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411 *Id.*

412 *Id.*

413 *Id.*

414 *Id.*

9.11.1.7 Analog Line Port. The analog line Port is a two (2) wire interface on the Line Side of the End Office Switch that is extended to the MDF. A separate ITP must be ordered for each analog Line Side Port to provide the connection from the MDF to the Demarcation Point. The analog line Port enables CLEC to access vertical features.

9.11.1.8 Reserved for Future Use.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. _For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

~~9.11.1.9.2 Reserved for Future Use.~~

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 ~~DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 Trunk Side Switch Port that is extended to the trunk main distributing frame and is connected to the Demarcation Point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.~~Intentionally Left Blank.[415]

9.11.1.10.2 ~~Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.~~Intentionally Left Blank. [416]

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

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

415 *Id.*

416 *Id.*

~~Group(s).~~Intentionally Left Blank. [417]

9.11.1.11.1 ~~Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility Port.~~Intentionally Left Blank. [418]

9.11.1.11.1.1 ~~PRI ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.~~Intentionally Left Blank. [419]

9.11.1.11.1.2 ~~PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central Office.~~Intentionally Left Blank. [420]

9.11.1.11.1.3 ~~The PRI Central Office trunk Port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Ccircuit Sswitched Ddata (only).~~Intentionally Left Blank. [421]

9.11.1.11.1.4 ~~Reserved for Future Use.~~Intentionally Left Blank.

9.11.1.11.1.5 ~~PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.~~Intentionally Left Blank. [422]

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way trunk. _If digital, the individual DS0's are 2-way trunks using advanced service that requires DID Pports. [423]

9.11.1.11.1.7 ~~The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.~~Intentionally Left Blank. [424]

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417 *Id.*

418 *Id.*

419 *Id.*

420 *Id.*

421 *Id.*

422 *Id.*

423 Incomplete sentence.

424 *See,* 47 CFR 51.319(d)(3).

9.11.1.11.1.8 ~~The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.~~Intentionally Left Blank. [425]

9.11.1.11.1.9 ~~The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.~~Intentionally Left Blank. [426]

9.11.1.12 Analog Trunk Ports

9.11.1.12.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

9.11.2 Terms and Conditions

9.11.2.0 **Transition for DS1 Capacity Unbundled Local Switching** -- Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates that are on or before April 1, 2004, or within ninety (90) Days of the Effective Date of this Agreement, whichever is later. If CLEC does not submit LSRs to convert or disconnect its Unbundled Local Switching services at the DS1 and above capacity with Due Dates on or before April 1, 2004, Qwest will process orders on or after April 1, 2004, to disconnect such services and will bill CLEC for such services through April 1, 2004. "Unbundled Local Switching at the DS1 or above capacity" as used in this Section refers to: a) DS1 trunk Port (including local message); b) PRI ISDN trunk Port; c) DS3 trunk

425 *Id.*

426 *Id.*

Port (including local message); d) GR-303 interface service; and e) OCn trunk Port (including local message).[427]

9.11.2.0.1 **Commission Determination of No Impairment for DS0 Capacity Unbundled Local Switching** -- In the event the Commission determines, in accordance with 47 CFR 51.319(d)(2) that requesting Telecommunications Carriers are not impaired without access to Unbundled Switching serving DS0 loops in a specific market, CLEC shall commit to an implementation plan with Qwest for the migration of the embedded DS0 capacity Unbundled Switching End User Customers within two (2) months of the Commission determination. CLEC may no longer obtain access to DS0 capacity Unbundled Switching five (5) months after the Commission's determination. Qwest will maintain on its website a listing for DS0 capacity Unbundled Switching markets in accordance with the Commission's determination. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS0 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS0 or above capacity before the expiration of the Transition Timelines described below.[428]

9.11.2.0.1.1 **Transition Timeline** – CLEC shall submit orders necessary to migrate its Embedded Base of End User Customers off of DS0 capacity Unbundled Switching in accordance with the following timetables, measured from the day of the Commission determination. For purposes of calculating the number of End User Customers who must be migrated, the "Embedded Base" of End User Customers shall include all End User Customers served five (5) months from the effective date of the Commission determination.[429]

a) **Month 13**: CLEC must submit orders for one-third (1/3) of its Embedded Base of DS0 capacity Unbundled Switching End User Customers;[430]

b) **Month 20**: CLEC must submit orders for one-half (1/2) of its Embedded Base of DS0 capacity Unbundled Switching End User Customers;[431]

c) **Month 27**: CLEC must submit orders for all remaining Embedded Base DS0 capacity Unbundled Switching End User

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427 *Id.*

428 *See,* 47CFR51.319(d)(2)(iv).

429 *See,* 47CFR51.319(d)(2)(iv)(A).

430 *See,* 47CFR51.319(d)(2)(iv)(A)(1).

431 *See,* 47CFR51.319(d)(2)(iv)(A)(2).

Customers.[432]

9.11.2.0.1.2 **Operational Aspects of the Migration** – CLEC and Qwest shall jointly submit the details of their implementation plans for each market to the Commission within two (2) months of the Commission's determination that requesting Telecommunications Carriers are not impaired without access to local circuit switching on an unbundled basis. CLEC shall also notify the Commission when it has submitted its orders for migration. Qwest shall notify the Commission when it has completed the migration.[433]

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a Switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local Switch ~~p~~Ports include CLEC use of Qwest's signaling network for traffic originated from the Line Side switching Port, including the use of Qwest's call-related databases, other than Operational Support Systems, that are used for Billing and collection, or the transmission, routing, or other provision of a Telecommunications service. To the extent that a local circuit Switch is required to be unbundled and is used by CLEC, Qwest will provide Qwest's Service Control Points in the same manner, and via the same signaling links, as Qwest uses such Service Control Points and signaling links to provide service to its End User Customers from that Switch. Qwest's call related databases include the Enhanced 911 Database, Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC may also use Qwest's Service Management Systems associated with the call-related databases, including access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. CLEC access to the Qwest signaling network and call-related databases shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.[434]

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

9.11.2.4 The Line Side Port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the Demarcation Point shall be

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432 *See,* 47CFR51.319(d)(2)(iv)(A)(3).

433 *See,* 47CFR51.319(d)(2)(iv)(B).

434 Revised in accordance with TRO at paras. 544 and 551, and 47 CFR § 51.319(d)(4)(i)(A) and (B). Signaling and call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch.

an ITP provided by Qwest pursuant to the rates in Exhibit A. The Trunk Side Port includes the connection between the End Office Switch and the Trunk Main Distribution Frame (TMDF). The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for Line Side and Trunk Side ~~p~~Ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customers to be served with Unbundled Local Switching has four (4) ~~or more~~ access lines or more at a given location and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999~~.~~ In the event the Commission modifies this four-line exception, this Agreement shall be modified to conform with the Commission's order(s). [435]

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

MSA	CLLI	Wire Center Name
	NONE~~one~~	

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customers it intends to serve with UNEs have four (4) access lines or more at a given location in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the End User Customer is served by four (4) access lines or more at a given location, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates. [436]

9.11.2.5.1.2 Qwest has not implemented market-based rates for stand-alone Unbundled Local Switching nor for Unbundled Local Switching as supplied with UNE-P Combinations. Qwest currently offers stand-alone Unbundled Local Switching and UNE-P Combinations in all Qwest geographic locations at TELRIC rates. However, Qwest reserves the right to charge market-based rates for stand-alone Unbundled Local Switching and for Unbundled Local Switching as supplied with UNE-P Combinations as described in Section 9.11.2.5. [437]

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435 This Section has been modified in accordance with the FCC's rule adopted in the Triennial Review Order, 47 CFR 319 (d)(3)(ii) "*Transitional Four Line Carve Out*". *See,* also TRO at para. 525.

436 *See* 47 CFR 51.319(d)(3)(ii) "*Transitional Four Line Carve Out*"

437 This Section has been added to reserve the right to implement the FCC's rule adopted in the Triennial Review Order, 47 CFR 51.319(d)(3)(ii) "*Transitional Four Line Carve Out*" at some point in the future.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivialaent access lines CLEC intends to serve an End User Customer within a Wire Center specified above.

9.11.2.5.3 Reserved for Future Use.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a Loop shall not count as a second line.

9.11.2.5.6 End-_uUser Customers shall be considered individually in MTEDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the Customer of rRecord.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching, adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one (1) line.

9.11.2.6 CLEC must order DID numbers in blocks of twenty (20). One (1) primary dDirectory lListing in the main directory is provided for each PBX system.

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

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an Individual Case Basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement shall be modified to include a provision for disclosure of network interface changes.

9.11.2.12 CLEC may obtain Qwest's IntraLATA Toll services by identifying Qwest as the Local Primary Interexchange Carrier (LPIC) for its Unbundled Local Switching services, where applicable. [438]

9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time nonrecurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of ~~u~~Unbundled ~~l~~Local Switching. UNE ~~r~~Rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

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

9.11.3.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE ~~r~~Rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE ~~r~~Rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

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

9.11.3.6 Qwest will bill CLEC, and CLEC will pay Qwest, for Qwest IntraLATA Toll services at Qwest's tariffed rate. [439]

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438 *See,* TRO at footnote 480.

439 *See,* TRO at footnote 480.

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated ~~V~~vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Agreement.

9.11.4.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.

9.11.4.3 Vertical features that are loaded in a Switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. _Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 Vertical features that are not loaded in a Switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within fifteen (15) business days of receipt of the Special Request.

9.11.4.5 Unbundled local Switch ~~p~~Ports are required when ordering unbundled Shared Transport as described in the PCAT.

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA Exchange Access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

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

9.11.5.3 -Local Usage

Qwest shall record and provide to CLEC local/EAS usage data for originating, but not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides CLEC with local/EAS usage data for terminating local traffic, Qwest shall not charge CLEC for terminating minutes of use.

9.12 Customized Routing

9.12.1 Description

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

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

9.12.2 Terms and Conditions

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

9.12.2.2 CLEC has two (2) options by which to route its End User Customers' calls:

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

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

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

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Ooperator Sservices traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an Individual Case Basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for Ddirectory Aassistance and operator services traffic is included in

Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an Individual Case Basis for each Switch in which the code is deployed.

9.12.4 Ordering Process

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

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

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

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

9.12.4.5 If CLEC elects to route ~~their~~ its eEnd ~~u~~Users~~'~~ Customer's calls in the same manner in which Qwest routes its End User Customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

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

9.12.5 Maintenance and Repair

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

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. ~~The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17.~~ Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages associated with End User Customers served from unbundled switching and UNE-P to other~~between its~~ sSwitches and Qwest's sSwitches,~~ and between CLEC's Switches~~ and those third party networks with which

Qwest's signaling network is connected. ~~Qwest will offer unbundled access to its signaling network to CLECs that request signaling as an Unbundled Network Element or as part of a UNE combination. CLEC may access Qwest's signaling network from a CLEC Switch via unbundled signaling and unbundled signaling transport elements between CLEC's Switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its Switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs.~~Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7. [440]

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

9.13.1.3 ~~Optional features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).~~Intentionally Left Blank. [441]

9.13.2 ~~Terms and Conditions~~Intentionally Left Blank. [442]

9.13.2.1 ~~All elements of the unbundled CCSAC/SS7 arrangement will be developed on an Individual Case Basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.~~Intentionally Left Blank. [443]

9.13.2.2 ~~At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using Unbundled Network Elements (UNEs) as defined in Section 9.~~Intentionally Left Blank. [444]

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

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440 Revised in accordance with TRO at para. 544 and 47 CFR § 51.319(d)(4)(i)(A). Signaling is no longer an Unbundled Network Element under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

441 Revised in accordance with TRO Order para. 544 and 47 CFR § 51.319(d)(4)(i)(A).

442 *Id.*

443 *Id.*

444 *Id.*

~~to:~~Intentionally Left Blank. [445]

9.13.2.3.1 ~~STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.~~Intentionally Left Blank. [446]

9.13.2.3.2 ~~Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).~~Intentionally Left Blank. [447]

9.13.2.3.3 ~~All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.~~Intentionally Left Blank. [448]

9.13.2.4 ~~The CCSAC/SS7 unbundled arrangement must meet the following requirements:~~Intentionally Left Blank. [449]

9.13.2.4.1 ~~Both Qwest and CLEC are obligated to follow existing industry standards as described in Telcordia documents including but not limited to GR-905-CORE, GR-954-CORE, GR-394-CORE and Qwest Technical Publication 77342.~~Intentionally Left Blank. [450]

9.13.2.4.2 ~~CLEC's Switch or network SS7 node must meet industry and Qwest certification standards.~~Intentionally Left Blank. [451]

9.13.2.4.3 ~~Unbundled transport facilities as identified in Section 9 of this Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.~~Intentionally Left Blank. [452]

9.13.2.4.4 ~~Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, in accordance with FCC requirements, when received from another Carrier or from the telephone equipment of the e~~End

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445 *Id.*

446 *Id.*

447 *Id.*

448 *Id.*

449 *Id.*

450 *Id.*

451 *Id.*

452 *Id.*

~~u~~User ~~Customer.~~Intentionally Left Blank.[453]

9.13.2.4.5 ~~Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where Technically Feasible.~~Intentionally Left Blank.[454]

9.13.2.4.6 ~~Provisions relating to call related databases (i.e., 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.~~Intentionally Left Blank.[455]

9.13.3 ~~Rate Elements~~Intentionally Left Blank.[456]

~~Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:~~

9.13.3.1 ~~Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.~~Intentionally Left Blank.[457]

9.13.3.2 ~~Recurring Rates.~~Intentionally Left Blank.[458]

9.13.3.2.1 ~~STP Port - a monthly recurring charge, per connection into the STP.~~Intentionally Left Blank.[459]

9.13.3.2.2 ~~Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.~~Intentionally Left Blank.[460]

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

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453 *Id.*

454 *Id.*

455 *Id.*

456 *Id.*

457 *Id.*

458 *Id.*

459 *Id.*

460 *Id.*

~~and TCAP messages.~~Intentionally Left Blank. [461]

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

9.13.4 ~~Ordering~~Intentionally Left Blank. [462]

9.13.4.1 ~~CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.~~Intentionally Left Blank. [463]

9.13.4.2 ~~Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.~~Intentionally Left Blank. [464]

9.13.4.3 ~~Due d~~Date intervals ~~for CCSAC/SS7 will be established on an Individual Case Basis.~~Intentionally Left Blank. [465]

9.13.5 ~~Maintenance and Repair~~Intentionally Left Blank. [466]

~~The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.~~

9.14 AIN Services

9.14.1 Description

AIN databases~~services~~ are used~~offered and available~~ as an enhancement to the~~CLEC's~~ SS7 capable network structure and operation of AIN Version 0.1 capable ~~s~~Switches. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to its AIN databases on an unbundled basis, to the extent that CLEC is using an unbundled local circuit Switch as required by the Commission as addressed in Section 9.11.2.2. For CLEC using its own Switch, effective with this Agreement,

461 *Id.*

462 *Id.*

463 *Id.*

464 *Id.*

465 *Id.*

466 *Id.*

Qwest's AIN databases are no longer Unbundled Network Elements. Qwest provides CLEC access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services, as described below. [467]

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

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its ~~e~~End ~~u~~User Customers any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the Provisioning of these AIN services. CLEC will be able to populate data for Provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases will be developed during the ACS process~~ispredominately manual~~. [468]

9.14.1.3 AIN Query Processing (AQP) – SS7– TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services described above. CLEC launches a query from an AIN capable Switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating Switch. [469]

9.14.2 Terms and Conditions

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

9.14.2.2 AIN Platform Access (APA)

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

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467 Revised in accordance with TRO at para. 556 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

468 Clarification of the process.

469 Clarification language.

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

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

9.14.2.2.4 Each ~~e~~End ~~u~~User Customer line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its Switch.

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

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. ~~-~~The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

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

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

9.14.4 Ordering

9.14.4.1 ACS is ordered on an Individual Case Basis and is coordinated through the Qwest account manager and product manager. Due D~~d~~ate intervals for the proposal phase are detailed below:

a) Within five (5) business days of an inquiry, Qwest will provide CLEC with the Service Request Form.

b) Within ten (10) business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

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

d) Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.

e) Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial

service evaluation and development time and cost estimates.

f) Within ninety (90) business days of eEnd ~~u~~User Customer approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

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

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest eEnd ~~u~~User Customers.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query access from CLEC Switch within ten (10) days.

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

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

9.15 ~~Interconnection to~~ Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) ~~Storage~~

9.15.1.1 Description ~~– LIDB Storage~~

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for validation of calling cards ~~validation~~, fraud prevention, Billing or service restrictions including bill to third party and collect call restrictions, and the sub-account information to be included on the call's Billing record. LIDB is also used with certain End Office Switch features to provide the caller identification. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's Line Information Database (LIDB) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2.[470]

~~9.15.1.1.2 Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia's~~

[470] Revised in accordance with TRO at para. 551 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

~~TR-NWP-000029, Section 10).~~[471]

9.15.1.2 Terms and Conditions ~~– LIDB Storage~~

9.15.1.2.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' line records into the LIDB from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.~~CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.~~[472]

9.15.1.3 Rate Elements ~~– LIDB Storage~~

9.15.1.3.1 There is no charge for the storage of CLEC's End User Customers' information in LIDB.~~ LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time nonrecurring fee may be charged for the initial load of CLEC's data into LIDB.~~ [473]

9.15.1.4 ~~Ordering – LIDB Storage~~Intentionally Left Blank. [474]

~~Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.~~ [475]

9.15.2 ~~Line Validation Administration System (LVAS) Access~~Intentionally Left Blank. [476]

9.15.2.1 ~~Description – LVAS Access~~Intentionally Left Blank. [477]

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

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471 Revised in accordance with TRO at para. 551 and 47 CFR § 51.319(d)(4)(i)(B).

472 *Id.*

473 *Id.*

474 *Id.*

475 *Id.*

476 *Id.*

477 *Id.*

~~and assures accurate responses.~~ [478]

~~9.15.2.1.2 LVAS access is available only to facility-based CLECs.~~ [479]

9.15.2.2 ~~Terms and Conditions – LVAS Access~~Intentionally Left Blank. [480]

~~9.15.2.2.1 CLEC will provide Qwest with the following information:~~ [481]

~~a) The LIDB service requested (i.e., calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);~~ [482]

~~b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);~~ [483]

~~c) The NPA NXX and signaling point codes for the operator or End Office Switches from which queries are launched;~~ [484]

~~d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;~~ [485]

~~e) The identity of CLEC's operator services provider for ABS queries;~~[486]

~~f) Intentionally Left Blank; and~~[487]

~~g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.~~ [488]

~~9.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.~~ [489]

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478 *Id.*

479 *Id.*

480 *Id.*

481 *Id.*

482 *Id.*

483 *Id.*

484 *Id.*

485 *Id.*

486 *Id.*

487 *Id.*

488 *Id.*

489 *Id.*

~~9.15.2.2.3 Within one (1) business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.~~ [490]

~~9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.~~ [491]

~~9.15.2.2.5 Reserved for Future Use.~~ [492]

~~9.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.~~ [493]

9.15.2.3 ~~Rate Elements – LVAS Access~~Intentionally Left Blank. [494]

~~9.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest for all charges Qwest incurs relating to the input of CLEC's eEnd uUser Customer line record information, including the formatting of data so that it may be loaded into LVAS.~~ [495]

~~9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's eEnd uUser Customers. Qwest will charge CLEC for each addition or update processed.~~ [496]

~~9.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten (10) digit line number using an inquiry of its eEnd uUser Customer data.~~ [497]

~~9.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.~~ [498]

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

490 *Id.*

491 *Id.*

492 *Id.*

493 *Id.*

494 *Id.*

495 *Id.*

496 *Id.*

497 *Id.*

498 *Id.*

~~update.~~Intentionally Left Blank. [499]

9.15.2.5 ~~Ordering - LVAS Access.~~Intentionally Left Blank. [500]

~~LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.~~ [501]

9.15.2.6 ~~Billing - Line Validation Administration System (LVAS) Access.~~Intentionally Left Blank. [502]

~~When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.~~ [503]

9.15.3 ~~LIDB Query Service~~Intentionally Left Blank. [504]

9.15.3.1 ~~Description - LIDB Query Service~~Intentionally Left Blank. [505]

~~9.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.9.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.~~ [506]

9.15.3.2 ~~Terms and Conditions - LIDB Query Service~~Intentionally Left Blank. [507]

~~9.15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).~~ [508]

~~9.15.3.2.2 The application data needed for processing LIDB data are~~

499 *Id.*

500 *Id.*

501 *Id.*

502 *Id.*

503 *Id.*

504 *Id.*

505 *Id.*

506 *Id.*

507 *Id.*

508 *Id.*

~~formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.~~ [509]

~~9.15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.~~ [510]

~~9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with s~~Section 9.15.1 ~~(LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing CLEC's e~~End u~~User~~ Customer~~s the same benefits of said agreements as enjoyed by Qwest e~~End u~~User~~ Customer~~s. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect. Qwest shall exercise reasonable efforts to provide accurate and complete LIDB information in Qwest's LIDB.~~ [511]

9.15.3.3 ~~Rate Elements - LIDB Query Service~~Intentionally Left Blank. [512]

~~9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.~~ [513]

~~9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.~~ [514]

9.15.3.4 ~~Ordering - LIDB Inquiry Service~~Intentionally Left Blank. [515]

~~9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).~~ [516]

~~9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7)~~

509 *Id.*

510 *Id.*

511 *Id.*

512 *Id.*

513 *Id.*

514 *Id.*

515 *Id.*

516 *Id.*

~~business days.~~ [517]

~~9.15.3.4.3 In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of CLEC must furnish Qwest a Proof of Authorization to prove that they have CLEC authorization to provide these services. This letter must be on file prior to Provisioning.~~ [518]

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

Qwest's~~The WatchDog~~ Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Qwest's FMS~~WatchDog~~ issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC ~~e~~End ~~u~~User Customer lines.[519]

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC ~~e~~End ~~u~~User Customer lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its ~~own e~~End ~~u~~User Customers. ~~–~~Such practices include, but are not limited to, adding denial indicators for billed to third and/or collect call Billing and initiating denial blocks on calling card personal identification (PIN) numbers~~removing from valid data those data which incur fraud or uncollectible toll charges~~. [520]

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB d~~D~~ata s~~S~~torage, CLEC will provide Qwest a contact for fraud notification. The contact must be available twenty-four (24) hours a day, seven (7) days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card, collect calls and/or third party billing. Any request of this type must be followed up by a fax or email ~~as a~~ confirmation. [521]

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517 *Id.*

518 *Id.*

519 Changed name of the Fraud system.

520 Revised language to conform with changed practices.

521 Clarification of practices.

9.16 8XX Database ~~Query Service~~

9.16.1 The 8XX Database ~~Query Service is an originating service which~~ provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX telephone number. The c~~C~~all routing information in the ~~SMS/8XX00~~ Database is provided by the End User Customer's ~~reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its~~ chosen responsible organization (referred to in the Telecommunications industry as the "RespOrg"). Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's 8XX Database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The 8XX Database provides the call routing information used by Qwest's End Office Switch to route the CLEC's End User Customer's calls to an 8XX telephone number. [522]

9.16.1.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will use the routing information in the 8XX Database to route CLEC's End User Customer's calls to an 8XX telephone number in the same manner as Qwest routes its End User Customer's calls to that same 8XX telephone number. [523]

9.16.2 ~~8XX Optional Features~~Intentionally Left Blank. [524]

~~9.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.~~ [525]

~~9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single Carrier, multiple c~~C~~arriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:~~ [526]

~~a) Routing by originating NPA-NXX-XXXX;~~

~~b) Time of day;~~

~~c) Day of week;~~

~~d) Specified date; and~~

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522 Revised in accordance with TRO at para. 555 and 47 CFR § 51.319(d)(4)(i)(B). Call related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement. Also, made some grammatical and clarification language changes that do not change the intent or meaning.

523 Revised in accordance with TRO Order at para. 555 and 47 CFR § 51.319(d)(4)(i)(B).

524 *Id.*

525 *Id.*

526 *Id.*

~~e) Allocation by percentage.~~

9.16.3 Rate Elements

9.16.3.1 There is no separate charge for the use of Qwest's 8XX Database for the routing of CLEC's End User Customers' calls to 8XX telephone numbers~~The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement.~~ [527]

9.16.3.2 ~~The rates for 8XX Database Query Service only apply to queries from CLEC's Switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an Interexchange Carrier, the call shall be handled as jointly provided switched access. If CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access Tariff~~Intentionally Left Blank. [528]

9.16.3.3 ~~Nonrecurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 section of Exhibit A~~Intentionally Left Blank. [529]

9.16.4 ~~Ordering Process~~Intentionally Left Blank. [530]

~~9.16.4.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.~~

~~9.16.4.2 The information and time intervals to order STP (links and ports) are contained in the Common Channel Signaling Capability/SS7 Section of this Agreement. STP links and ports are required with 8XX Database Query Service.~~

~~9.16.4.3 8XX Database Query Service shall be provided within thirty (30) d~~Days ~~after CLEC has access to the Qwest local STP.~~

9.16.5 ~~Technical Requirements~~Intentionally Left Blank. [531]

~~9.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated Switch.~~

~~9.16.5.2 The Toll Free Number Database shall return Carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest Switch.~~

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527 *Id.*

528 *Id.*

529 *Id.*

530 *Id.*

531 *Id.*

9.16.6 ~~Interface Requirements~~Intentionally Left Blank. [532]

~~The signaling interface between CLEC's or other local Switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.~~

9.16.7 ~~Technical References~~Intentionally Left Blank.[533]

~~SCPs/Databases shall be consistent with the following technical references:~~

~~9.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);~~

~~9.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);~~

~~9.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);~~

~~9.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);~~

~~9.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and~~

~~9.16.7.6 WGR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).~~

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's InterNetwork Calling Name (ICNAM) database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The ICNAM database is used with certain End Office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability.~~InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users~~[534]

9.17.1.2 ICNAM database contains current listed name data by working

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532 *Id.*

533 *Id.*

534 Revised in accordance with TRO Order at para. 551 and 47 CFR § 51.319(e)(2).

telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest'sthe calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database. [535]

9.17.2.2 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' name information into the ICNAM database, which is part of the Line Information Database described in Section 9.15, from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked. [536]

9.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information that identifies the calling party eEnd uUser CustomerIntentionally Left Blank. [537]

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via Llinks, which are described and priced in the CCSAC/SS7 Section of this AgreementIntentionally Left Blank. [538]

9.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:Intentionally Left Blank. [539]

a) Telcordia SS7 Specification, TR-NPL-000246;

b) ANSI SS7 Specifications;

c) Message Transfer Part T1.111;

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535 *Id.*

536 *Id.*

537 *Id.*

538 *Id.*

539 *Id.*

~~d) Signaling Connection Control Part T1.112;~~

~~e) Transaction Capabilities Application Part T1.114;~~

~~f) Telcordia-CLASS Calling Name Delivery;~~

~~g) Generic Requirements, TR-NWT-001188; and~~

~~h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.~~

9.17.2.6 ~~CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States Telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC~~Intentionally Left Blank.[540]

9.17.2.7 ~~All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database~~Intentionally Left Blank.[541]

9.17.2.8 ~~CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation~~Intentionally Left Blank.[542]

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is ~~B~~basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's End User Customers~~queries~~ as Qwest accesses for its End User Customers~~own queries~~. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

9.17.2.10 ~~CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's~~

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540 *Id.*

541 *Id.*

542 *Id.*

~~name or number to the called party (CLEC's eEnd uUser Customer). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator~~Intentionally Left Blank. [543]

9.17.2.11 ~~Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will prohibit its eEnd uUser Customers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its eEnd uUser Customer after CLEC initiated an ICNAM query to Qwest's ICNAM database~~Intentionally Left Blank. [544]

9.17.2.12 ~~Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service~~Intentionally Left Blank. [545]

9.17.2.13 Intentionally Left Blank.

9.17.3 Rate Elements

There is no charge for the storage of CLEC's End User Customers' information in the ICNAM database (i.e., the LIDB Database)~~Rate elements for ICNAM services are contained in Exhibit A of this Agreement~~. [546]

9.17.4 ~~Billing~~Intentionally Left Blank. [547]

~~9.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.~~

~~9.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.~~

9.17.5 ~~Ordering Process~~Intentionally Left Blank. [548]

~~9.17.5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services. Section 9.13 contains information on ordering SS7 and STP links and ports.~~

~~9.17.5.2 If CLEC has an existing database of names that needs to be compiled~~

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543 *Id.*

544 *Id.*

545 *Id.*

546 *Id.*

547 *Id.*

548 *Id.*

~~into the appropriate format, ICNAM service will begin thirty (30) calendar dDays after Qwest has received from CLEC its database information.~~

~~9.17.5.3 If CLEC has no existing eEnd uUser Customer base, then ICNAM service will begin seven (7) dDays after Qwest receives CLEC order.~~

9.18 Additional Unbundled Elements

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

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. ~~If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE.~~ [549]

9.20 Unbundled Packet Switching

Packet Switching is not available as an Unbundled Network Element~~Qwest shall provide CLEC with Unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.~~ [550]

9.20.1 ~~Description~~Intentionally Left Blank. [551]

9.20.1.1 ~~Unbundled Packet Switching provides the functionality of delivering and routing packet data units via a virtual channel to a CLEC Demarcation Point. Unbundled Packet Switching includes use of a distribution Loop and virtual transport facilities as well as the DSLAM functionality with the routing and addressing functions of the Packet Switch necessary to generate the virtual channel.~~Intentionally Left Blank. [552]

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549 Qwest deleted the last sentence from Section 9.19. Because Qwest may construct unbundled network elements that are not required to be unbundled pursuant to Section 251 of the Act, the last sentence of this section could improperly result in the classification of all constructed elements as unbundled network elements subject to the unbundling requirements of Section 251.

550 Revised in accordance with TRO at paras. 540-541 and 47 CFR § 51.319(a)(2)(i). Packet Switching is no longer an Unbundled Network Element under 251(c)(3) of the Act. Currently there are no existing Unbundled Packet Switching services leased by CLECs.

551 *Id.*

552 *Id.*

9.20.2 ~~Terms and Conditions~~Intentionally Left Blank. [553]

9.20.2.1 ~~CLEC may obtain unbundled Packet Switching only when all four (4) of the following conditions are satisfied in a specific geographic area:~~Intentionally Left Blank. [554]

9.20.2.1.1 ~~Qwest has deployed digital Lloop carrier systems, including but not limited to, integrated digital Lloop carrier or universal digital Lloop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.~~Intentionally Left Blank. [555]

9.20.2.1.2 ~~There are no spare copper Loops available capable of supporting the xDSL services the requesting Carrier seeks to offer, or capable of permitting CLEC to provide the same level of quality aAdvanced sServices to its End User Customer as Qwest.~~Intentionally Left Blank. [556]

9.20.2.1.3 ~~Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same Remote Qwest Premises or collocating a CLEC's DSLAM at the same Qwest Premises will not be capable of supporting xDSL services at Parity with the services that can be offered through Qwest's Unbundled Packet Switching.~~Intentionally Left Blank. [557]

9.20.2.1.4 ~~Qwest has deployed Packet Switching capability for its own use.~~Intentionally Left Blank. [558]

9.20.2.2 ~~A Demarcation Point must be established to the Qwest Packet Switch serving the DSLAM of the End User Customer to which CLEC is providing data services.~~Intentionally Left Blank. [559]

9.20.2.3 ~~Qwest will provide CLEC with virtual channels at a physical network Demarcation Point such as a DSX-1 or DSX-3 in the Central Office in which the Packet Switch is located.~~Intentionally Left Blank. [560]

9.20.2.4 ~~The ATM virtual channels provided to CLEC shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T I.371/ATM~~

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553 *Id.*

554 *Id.*

555 *Id.*

556 *Id.*

557 *Id.*

558 *Id.*

559 *Id.*

560 *Id.*

~~Forum.~~Intentionally Left Blank. [561]

9.20.2.5 ~~CLEC must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide CLEC with Unspecified Bit Rate (UBR) for each channel, and a minimum bit rate.~~Intentionally Left Blank. [562]

9.20.2.6 ~~Qwest will provision CLEC specified options as available for each virtual channel in its OSS.~~Intentionally Left Blank. [563]

9.20.2.7 ~~Qwest shall provide CLEC with Packet Network Management capacity through its service order activities. CLEC shall have access to Qwest's Packet Network Management Systems if, and only if, such Packet Network Management System capacity can be partitioned and made available to CLEC.~~Intentionally Left Blank. [564]

9.20.2.8 ~~CLEC shall provide the Customer premises modem. Customer Premises Equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.~~Intentionally Left Blank. [565]

9.20.2.9 ~~Upon request, Qwest will provide CLEC with the location of Qwest remotely deployed DSLAMs by Central Office. Upon request, Qwest will also disclose the location of DSLAMs that Qwest is in the process of remotely deploying. CLEC can place a request for remotely deployed DSLAM location information at any time, and is not required to meet any of the conditions listed in 9.20.2.1 prior to making such a request.~~Intentionally Left Blank. [566]

9.20.3 ~~Rate Elements~~Intentionally Left Blank. [567]

9.20.3.1 ~~Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.~~Intentionally Left Blank. [568]

9.20.3.1.1 ~~DSLAM – Both a nonrecurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7~~

561 *Id.*

562 *Id.*

563 *Id.*

564 *Id.*

565 *Id.*

566 *Id.*

567 *Id.*

568 *Id.*

~~Mbps.~~Intentionally Left Blank. [569]

9.20.3.1.2 ~~Virtual Transport – This includes virtual Loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the Wire Center serving the End User Customer to the Wire Center containing the Packet Switch. Both a nonrecurring rate and a recurring rate shall apply. If CLEC provisions its own transport, then this rate element shall not apply.~~Intentionally Left Blank. [570]

9.20.3.2 ~~Unbundled Packet Switch Loop Capability – This element includes Loop facilities between the remote DSLAM and the End User Customer premises and will vary depending on the type of Loop elements, which may be either a Dedicated Loop or Shared Loop. If CLEC provisions its own transport from the End User Customer to the DSLAM, this rate element shall not apply.~~Intentionally Left Blank. [571]

9.20.3.3 ~~Unbundled Packet Switch Interface Port - CLEC obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This Port may be a DS1 or DS3 Port on a Packet Switch allowing virtual channels to be connected and transmitted to CLEC network.~~Intentionally Left Blank. [572]

9.20.3.4 ~~The rates for each of the aforementioned Packet Switching rate elements are set forth in Exhibit A. To the extent the Packet Switching rates are interim, the rates will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the rates in Exhibit A will be modified to reflect any interim rates established by the Commission. No true-up of rates will occur until permanent rates are established, unless mutually agreed to by CLEC and Qwest or otherwise order by the Commission.~~Intentionally Left Blank. [573]

9.20.4 ~~Ordering Process~~Intentionally Left Blank. [574]

9.20.4.1 ~~Prior to Qwest completing an order for unbundled Packet Switching CLEC must have provided Qwest a Collocation application, Collocation space availability report pursuant to Section 8.2.1.9, or a Collocation forecast to place a DSLAM in a Qwest Remote Premises containing a Qwest DSLAM and been denied such access.~~Intentionally Left Blank. [575]

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569 *Id.*

570 *Id.*

571 *Id.*

572 *Id.*

573 *Id.*

574 *Id.*

575 *Id.*

9.20.4.1.1 ~~Upon CLEC request, Qwest will disclose the location of all DSLAM's Qwest has deployed in Remote Premises throughout the state.~~Intentionally Left Blank. [576]

9.20.4.1.2 ~~To the extent that CLEC submits an order for Unbundled Packet Switching before the Collocation Application, Collocation space availability report pursuant to Section 8.2.1.9, or Collocation Forecast is denied, Qwest shall respond to the Collocation request and Unbundled Packet Switching order in parallel.~~Intentionally Left Blank. [577]

9.20.4.2 ~~Prior to placing an order for Unbundled Packet Switch Customer Channel, CLEC must have established or be in the process of establishing continuity between CLEC network and an Unbundled Packet Switch Interface Port.~~Intentionally Left Blank. [578]

9.20.4.3 ~~To order unbundled Packet Switching, CLEC will place two (2) orders via an LSR, which orders will be provisioned according to the intervals set forth in Exhibit C once the continuity as set forth in the preceding section is established.~~Intentionally Left Blank. [579]

9.20.4.3.1 ~~Network Interface Order to establish connectivity between CLEC network and Qwest Unbundled Packet Switch Interface Port: CLEC must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.~~Intentionally Left Blank. [580]

9.20.4.3.2 ~~Customer channel order to establish linkage between End User Customer equipment and Qwest's packet network: CLEC must specify remote DSLAM address, End User Customer address, quality of service requested, and bit rate requested.~~Intentionally Left Blank. [581]

9.20.5 ~~Maintenance and Repair~~Intentionally Left Blank. [582]

~~Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12.~~

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576 *Id.*

577 *Id.*

578 *Id.*

579 *Id.*

580 *Id.*

581 *Id.*

582 *Id.*

9.21 ~~UNE-P~~ Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of ~~r~~Record or another data service provider chosen by the Customer of ~~r~~Record. A ~~POTS~~ Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The ~~POTS~~ Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the ~~e~~End ~~u~~User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of ~~r~~Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.21.2 Terms and Conditions

On the effective date of a Commission determination that Qwest is no longer required to provide UNE-P Combination services in a market area, Line Splitting is also not available in that market area. To the extent CLEC has an embedded base of Line Splitting End User Customers on the effective date of the Commission determination, CLEC shall transition its embedded base of Line Splitting End User Customers in accordance with the Transition Timelines for unbundled switching, as described in Section 9.11.2.0.1. In such markets where Line Splitting is not available, Loop Splitting will continue to be available pursuant to Section 9.24 of this Agreement.[583]

9.21.2.1 General

9.21.2.1.1 The Customer of ~~r~~Record will order the insertion of a ~~POTS~~ Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the ~~e~~End ~~u~~User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a ~~POTS~~ Splitter installed in the Qwest Wire Center that serves the ~~e~~End ~~u~~User Customer. The ~~POTS~~ Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of ~~r~~Record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If

583 *See,* TRO at paras. 251 and 252.

CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 ~~POTS~~ Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, ~~POTS~~ Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

9.21.2.1.8 ~~POTS~~ Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection Tie~~IE~~ Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Nonrecurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A nonrecurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring charge for ~~T~~trouble isolation will be applied in accordance with the Access to OSS~~Support Functions~~ – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of ~~r~~Record may request

Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for ~~POTS~~ Splitter Collocation are included in Exhibit A of this Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS~~Support Functions~~ Section. The Customer of ~~r~~Record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

9.21.4.1.2 The Customer of ~~r~~Record will provide on the LSR, the appropriate frame terminations that are dedicated to ~~POTS~~ Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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

9.21.4.1.4 The Customer of ~~r~~Record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, ~~POTS~~ Splitter installation and Tie~~l~~E cable reclassification or augmentation has been completed.

9.21.4.1.5 If a UNE-P Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of ~~r~~Record shall submit the appropriate LSR's associated with establishing UNE-P and Line Splitting.

9.21.5 Billing

9.21.5.1 Qwest shall provide a bill to the Customer of ~~r~~Record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing

period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual ~~e~~End ~~u~~User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of ~~r~~Record for all recurring and nonrecurring UNE-P Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross connected to the ~~POTS~~ Splitter.

9.21.6.2 The Customer of ~~r~~Record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the ~~user~~ Customer premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the ~~POTS~~ Splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting 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.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an ~~e~~End ~~u~~User Customer complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the ~~e~~End ~~u~~User Customer to solve the problem to the satisfaction of the ~~e~~End ~~u~~User Customer. Qwest will not disconnect the data service without authorization from the Customer of ~~r~~Record.

9.21.6.3.2 CLEC and DLEC are responsible for their respective ~~e~~End ~~u~~User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective ~~e~~End ~~u~~User Customers.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess ~~the~~ Customer of ~~r~~Record the TIC Charge.

9.21.6.3.4 When trouble reported by the Customer of ~~r~~Record is not isolated or identified by tests for electrical faults (e.g., opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of ~~r~~Record on a case-by-case basis. The Customer of ~~r~~Record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or

otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of Rrecord with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g., opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of rRecord will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of rRecord.

9.21.6.4 When ~~POTS~~ Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the ~~POTS~~ Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When ~~POTS~~ Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address eEnd uUser Customer initiated repair requests and to prevent adverse impacts to the eEnd uUser Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of rRecord" is defined for purposes of this section as the CLEC that is the billed Customer for UNE-P Line Splitting. The Customer of rRecord may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of rRecord to perform ordering and/or Maintenance and Repair functions, the Customer of rRecord must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Rrecord. Such access will be managed by the Customer of rRecord.

9.21.7.3 The Customer of rRecord shall hold Qwest harmless with regard to any harm to Customer of rRecord as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of rRecord or any other pPerson who has obtained from the Customer of rRecord the necessary access and security devices through the Customer of Rrecord, including but not limited to user identifications, digital certificates and SecurID cards, that allow such pPerson to access the records of the Customer of rRecord unless such access and security devices were wrongfully obtained by such pPerson through the willful or negligent behavior of Qwest.

9.22 Reserved for Future Use

9.23 Unbundled Network Elements Combinations ~~(UNE Combinations)~~

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled ~~to~~ access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for ~~t~~Technical ~~f~~Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on ~~-~~UNE Combination~~(s)~~ accessed by CLEC, except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. ~~Where specifically prohibited by applicable federal or state requirements,~~ UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and ~~O~~operator ~~S~~services platforms.[584]

9.23.1.2.3 Where a CLEC has been denied access to a DS1, or other high

[584] *See,* TRO at para. 581.

capacity Loop, as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar bandwidth tTariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network eElements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other eCarriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other eCarriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.1.7 Intentionally Left Blank.

9.23.1.8 To the extent a UNE Combination includes use of a DS0 Capacity Unbundled Switching Network Element, such UNE Combination shall be subject to the

Transition Timelines for Unbundled Switching, as described in Section 9.11.2.0.1. [585]

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) -UNE-P in the following form: _(i) 1FR/1FB Plain Old Telephone Service (POTS), _(ii) ~~ISDN – either~~ Basic Rate ISDN~~or Primary Rate, (iii) Digital Switched Service (DSS)~~, _(iii~~v~~) PBX Trunks, ~~and~~ (iv) Centrex; and (v) Public Access Lines (PAL); and b) -EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements~~making up the UNE Combination~~ are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire and execute an amendment before ordering such products. [586]

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all ~~e~~Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations ~~i~~tself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": _1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 ~~w~~Wire ~~v~~Voice ~~g~~Grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. _For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: _Analog Trunks and Analog Direct Inward Dialing (DID) Trunks. UNE-P-PBX with Analog non-DID Trunks are~~is~~ comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. UNE-P-PBX with Analog 1-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, DID Trunk Port, and Shared Transport. UNE-P-PBX with Analog 2-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog – 4 wire voice grade Loop, DID Trunk Port~~2/4 Wire Analog Loop~~, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and Analog DID PBX Trunks are available with UNE-P-PBX. For complete

585 *See,* 47CFR51.319(d)(2)(iv).

586 *See,* 47 CFR 51.319(d)(3).

descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.[587]

9.23.3.4 ~~"UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement~~Intentionally Left Blank.[588]

9.23.3.5 "UNE-P-ISDN": ~~–~~ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There is~~are~~ one~~two~~ (1) type~~s~~ of UNE-P-ISDN:

a) Basic rate (UNE-P-ISDN-BRI) – UNE-P-ISDN-BRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port (Supporting BRI ISDN), ~~BRI Line Side Port~~ and Shared Transport;~~. and~~[589]

b) ~~Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.~~Intentionally Left Blank.[590]

For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. There are three (3) types of UNE-P Centrex: Centrex 21, Centrex Plus, and Centron. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 ~~w~~Wire ~~v~~Voice ~~g~~Grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex ~~s~~Service are available with UNE-P-Centrex.[591]

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex~~-~~Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Agreement.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

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587 These revisions were the result of an agreement with AT&T in the ongoing Qwest-AT&T negotiations.

588 *See*, 47 CFR 51.319(d)(3).

589 These revisions were the result of an agreement with AT&T in the ongoing Qwest-AT&T negotiations.

590 *See*, 47 CFR 51.319(d)(3).

591 These revisions were the result of an agreement with AT&T in the ongoing Qwest-AT&T negotiations.

9.23.3.6.3 UNE-P-PAL: -- Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for PAL are available with UNE-P-PAL. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement. [592]

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through DS3~~OC-192 or other existing~~ bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from Private Line/Special Access or as new installation, subject to Section 9.1.1.5~~In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P)~~. [593]

9.23.3.7.1 ~~Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL,~~ CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 U~~u~~nbundled Dedicated I~~i~~nteroffice ~~dedicated~~ T~~t~~ransport to create a high capacity EEL~~UNE Combination~~ unless CLEC certifies~~establishes~~ to Qwest that the EEL meets the Service Eligibility Criteria in Section 9.1.1.5~~it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP for CLEC's Collocation~~.[594]

9.23.3.7.2 ~~To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:~~Intentionally Left Blank. [595]

9.23.3.7.2.1 ~~Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a Customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow~~

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592 These revisions were the result of an agreement with AT&T in the ongoing Qwest-AT&T negotiations.

593 Revised in accordance with TRO at paras. 315-318 and 47 CFR § 51.319(a)(1). OCn Loops are no longer Unbundled Network Elements under 251(c)(3) of the Act.

594 *See,* TRO at para. 593.

595 Service Eligibility Criteria established by the FCC in TRO are now located in Section 9.1.1.5.

~~Loop-transport combinations to be connected to Qwest's Tariffed services.~~Intentionally Left Blank. [596]

9.23.3.7.2.2 ~~Option 2: CLEC must certify that it provides local exchange and Exchange Access service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.~~Intentionally Left Blank. [597]

9.23.3.7.2.3 ~~Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.~~Intentionally Left Blank. [598]

9.23.3.7.2.4 ~~When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access~~

596 *Id.*

597 *Id.*

598 *Id.*

~~circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, it seeks to qualify the circuit.~~Intentionally Left Blank. [599]

9.23.3.7.2.5 ~~CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Agreement. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.~~Intentionally Left Blank. [600]

9.23.3.7.2.6 ~~In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:~~Intentionally Left Blank. [601]

~~a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.~~ [602]

~~b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.~~ [603]

~~c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.~~ [604]

~~d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.~~ [605]

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599 *Id.*

600 *Id.*

601 *Id.*

602 *Id.*

603 *Id.*

604 *Id.*

605 *Id.*

~~e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.~~[606]

~~f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.~~[607]

~~g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not affect or in any way limit any audit rights that Qwest may have pursuant to other provisions of this Agreement an Interconnection agreement between CLEC and Qwest.~~[608]

~~h) Qwest shall not use any other audit rights it may have under this Agreement pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.~~[609]

~~i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.~~[610]

9.23.3.7.2.7 ~~Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one (1) Qwest Central Office.~~Intentionally Left Blank. [611]

9.23.3.7.2.8 ~~If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be~~

606 *Id.*

607 *Id.*

608 *Id.*

609 *Id.*

610 *Id.*

611 *Id.*

~~converted to special access or private line rates within thirty (30) days.~~Intentionally Left Blank. [612]

9.23.3.7.2.9 ~~If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dDispute rResolution provisions of this SGAT. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.~~Intentionally Left Blank. [613]

9.23.3.7.2.10 ~~No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").~~Intentionally Left Blank. [614]

9.23.3.7.2.11 CLEC may request~~EEL-C is~~ the conversion of an existing Private Line/Special Access sService to an EEL~~combination of Loop and transport UNEs~~. Retail and/or resale pPrivate lLine circuits (including multiplexing and concentration) may be converted to EEL-~~C~~ if the conversion is Technically Feasible and they meet the terms of ~~this~~ Section 9.1.1.5~~23.3.7~~. ~~Qwest will make EEL Conversion Combinations available to CLEC upon request.~~ Qwest will provide CLEC with conversions to EEL~~access to EEL Conversion Combinations~~ according to the standard intervals set forth in Exhibit C. [615]

9.23.3.7.2.11.1 ~~CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.~~Intentionally Left Blank. [616]

612 *Id.*

613 *Id.*

614 *Id.*

615 *Id.*

616 *Id.*

9.23.3.7.2.12 EEL-~~P~~ ~~EEL-P~~ is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC CollocationSwitch. EEL-~~P~~ can also be ordered as~~is~~ a new installation of circuits for the purpose of CLEC providing services to End User Customers. [617]

9.23.3.7.2.12.1 Terms and Conditions.

9.23.3.7.2.12.2 ~~CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.~~Intentionally Left Blank. [618]

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a high capacity EEL must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. [619]

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport~~, concentration capability~~ and DS0 Loops. [620]

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG)~~are equivalent to the respective Private Line Transport Service~~ on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html. [621]

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-~~P~~ is available only where existing facilities are available.

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617 *Id.*

618 *Id.*

619 *Id.*

620 *Id.*

621 *Need Cite*

9.23.3.8 Ordering

9.23.3.8.1 ~~Reserved for Future Use~~Intentionally Left Blank.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate ~~C~~channel ~~C~~card based on the DS0 EEL Loop~~ink~~ LSR order and apply the charges.

9.23.3.8.4 Requests for ~~C~~concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL~~, EEL Transport~~ and EEL Loop~~ink~~s must be ordered on separate LSRs. [622]

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Loop~~ink~~. The EEL Loop~~ink~~ is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop~~ink~~ is available in DS0, DS1 and DS3 ~~and higher bandwidths as they become available~~. Recurring and nonrecurring charges apply. [623]

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3~~, OC3, OC12 and higher~~ bandwidths ~~as they become available~~. Recurring ~~and nonrecurring~~ charges apply. [624]

9.23.3.9.3 EEL Multiplexing. EEL ~~m~~Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. ~~All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport.~~ Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop~~ink~~ or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for ~~a~~Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and

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622 The term "EEL Transport" has been deleted from Section 9.23.3.8.5 because Qwest does not require CLECs to submit separate LSRs for EEL Transport and Multiplexed EEL, as Multiplexed EEL typically includes EEL Transport.

623 *Id.*

624 *Id.*

delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's End User Customer's choice on a 2-PIC basis, access to 911 Eemergency Sservices, capability to access CLEC's Ooperator Sservices platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Ooperator Sservices and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, dDirectory aAssistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and dDirectory aAssistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Ccustomized Rrouting in conjunction with UNE-P for alternative operator service and/or dDirectory aAssistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Ccustomized Rrouting needed to utilize related functionality. For a complete description of Ccustomized Rrouting, refer to that Section of this Agreement.

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

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's

improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Agreement. Qwest DSL service provided to ~~i~~internet service providers and not provided directly to Qwest or CLEC's e<u>E</u>nd ~~u~~<u>U</u>ser <u>Customer</u>s is not available with UNE-P combinations.

<u>9.23.3.11.8 Intentionally Left Blank.</u>

<u>9.23.3.11.9 Intentionally Left Blank.</u>

<u>9.23.3.11.10 Qwest is available as the LPIC for CLEC's compatible UNE-P services.</u> [625]

9.23.3.12 ~~I~~If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. ~~Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder.~~ Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions. [626]

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 ~~Reserved for Future Use~~<u>Intentionally Left Blank</u>.

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625 *See,* TRO at footnote 480.

626 The deleted language applied only during a limited period of time that expired on November 30, 2001. As a result, the deleted language is no longer applicable.

9.23.3.15 When End User Customers ~~S~~switch from Qwest to CLEC, or to CLEC from any other competitor and ~~is~~ are obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. _CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

~~9.23.3.18 Reserved for Future Use.~~

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. 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 contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of

CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customers changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customers.

9.23.4.5 If an End User Customers is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 ~~Reserved for Future Use~~Intentionally Left Blank.

9.23.5.1.2 ~~Reserved for Future Use~~Intentionally Left Blank.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (-3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

9.23.5.2 Prior to placing an order on behalf of each End User Customers, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due ~~d~~Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer~~s~~ Directory L~~l~~istings information are contained in the Listings and E911/911 Emergency Services ~~s~~Sections of this Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing Directory L~~l~~isting(s) be retained upon conversion to Unbundled Local Switching ~~e~~Elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's Directory L~~l~~isting(s) is retained "as is" in Qwest's Directory L~~l~~istings data-bases.

9.23.5.6 When Qwest's End User Customer~~s~~ or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer~~s~~ effective with the disconnection. If Qwest is not the ~~local~~ Current ~~s~~Service ~~p~~Provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customer~~s~~, a New Service Provider, or CLEC request service be discontinued to the End User Customer~~s~~. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10)~~(7-10)~~ calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customers, without the written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of ~~r~~Record or another data service provider chosen by the Customer of ~~r~~Record. The ~~POTS~~ Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the ~~e~~End ~~u~~User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of ~~r~~Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest's current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its Agreement~~SGAT~~ to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the ~~e~~End ~~u~~User Customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a ~~POTS~~ Splitter installed in the Qwest Wire Center that serves the ~~e~~End ~~u~~User Customer. The ~~POTS~~ Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of ~~r~~Record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested

conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of rRecord shall pay to convert back to an analog Loop.

9.24.2.1.5 ~~POTS~~ Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: _(a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, ~~POTS~~ Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. _For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 ~~POTS~~ Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Rate Elements

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

9.24.3.1 Recurring Rates for Loop Splitting.

9.24.3.1.1 Interconnection Tie~~l~~E Pairs (ITP)_- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Nonrecurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Nonrecurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for ~~T~~trouble isolation will be applied in accordance with the ~~Support Functions~~Access to OSS – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of rRecord may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for ~~POTS~~ Splitter Collocation are included in Exhibit A of this

Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the ~~Support Functions~~Access to OSS Section. The Customer of ~~r~~Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of ~~r~~Record will provide on the LSR, the appropriate frame terminations that are dedicated to ~~POTS~~ Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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

9.24.4.1.4 The Customer of ~~r~~Record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, ~~POTS~~ Splitter installation and tie~~TIE~~ cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of ~~r~~Record shall submit the appropriate LSR's associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of ~~r~~Record, on a monthly basis, within seven (7) to ten (~~7~~-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of ~~r~~Record for all recurring and nonrecurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the ~~POTS~~ Splitter.

9.24.6.2 The Customer of ~~r~~Record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End U~~u~~ser Customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the ~~POTS~~ Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed Customer for Loop Splitting. The Customer of ~~r~~Record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of ~~r~~Record to perform ordering and/or Maintenance and Repair functions, the Customer of ~~r~~Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of ~~r~~Record. Such access will be managed by the Customer of ~~r~~Record.

9.24.7.3 The Customer of ~~r~~Record shall hold Qwest harmless with regard to any harm Customer of ~~r~~Record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of ~~r~~Record or any other ~~p~~Person who has obtained from the Customer of R~~r~~ecord the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such ~~p~~Person to access the records of the Customer of R~~r~~ecord unless such access and security devices were wrongfully obtained by such ~~p~~Person through the willful or negligent behavior of Qwest.

9.25 Line Partitioning

9.25.1 Description

Line Partitioning provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing resale Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of ~~r~~Record or another data service provider chosen by the Customer of ~~r~~Record. A ~~POTS~~ Splitter must be inserted into the resale Loop to accommodate establishment of the advanced data service. The ~~POTS~~ Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User

Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of ~~r~~Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.25.2 Terms and Conditions

9.25.2.1 The Customer of ~~r~~Record will order the insertion of a ~~POTS~~ Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.25.2.2 To order Line Partitioning, CLEC/DLEC must have a ~~POTS~~ Splitter installed in the Qwest Wire Center that serves the End User Customer. The ~~POTS~~ Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.25.2.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC resale POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.25.2.4 There may be only one (1) DLEC at any given time that provides advanced data service on any given resale Loop.

9.25.2.5 The Customer of ~~r~~Record will be able to request conditioning of the resale Loop. Qwest will perform requested conditioning of resale Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.25.2.6 ~~POTS~~ Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, ~~POTS~~ Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Partitioning, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.25.2.7 ~~POTS~~ Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.25.3 Rate Elements

The following Line Partitioning rate elements are contained in Exhibit A of this Agreement.

9.25.3.1 Recurring Rates for Line Partitioning.

9.25.3.1.1 Interconnection Tie~~l~~E Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and

one for voice/data.

9.25.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the resale Loop.

9.25.3.2 Nonrecurring Rates for the Line Partitioning

9.25.3.2.1 Basic Installation Charge for Line Partitioning – A nonrecurring charge for each Line Partitioning installed will apply.

9.25.3.2.2 Charge for conditioning Loop associated with resale – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the resale Loop.

9.25.3.3 Non-Recurring Rates for Maintenance and Repair

9.25.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.25.3.3.2 Additional Testing – The Customer of ~~r~~Record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on an Individual Case Basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.25.3.4 Rates for ~~POTS~~ Splitter Collocation are included in Exhibit A of this Agreement.

9.25.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.25.4 Ordering Process

9.25.4.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop information tool described in the Support Functions Section. The Customer of ~~r~~Record will determine, in its sole discretion and at its risk, whether to add data services to any specific resale Loop.

9.25.4.2 The Customer of ~~r~~Record will provide on the LSR, the appropriate frame terminations that are dedicated to ~~POTS~~ Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.25.4.3 Basic Installation "lift and lay" procedure will be used for all Line Partitioning orders. Under this approach, a Qwest technician "lifts" the Loop from its

current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.25.4.4 The Customer of ~~r~~Record shall not place orders for Line Partitioning until all work necessary to provision Line Partitioning in a given Qwest Wire Center, including, but not limited to, ~~POTS~~ Splitter installation and tie~~TIE~~ c~~C~~able reclassification or augmentation has been completed.

9.25.4.5 If a Line Partitioning LSR is placed to change from Line Sharing to Line Partitioning or to change the voice provider in a Line Partitioning arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.25.4.6 The Customer of ~~r~~Record shall submit the appropriate LSR's associated with establishing resale and Line Partitioning.

9.25.5 Billing

9.25.5.1 Qwest shall provide a bill to the Customer of ~~r~~Record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.25.5.2 Qwest shall bill the Customer of ~~r~~Record for all recurring and nonrecurring Line Partitioning rate elements.

9.25.6 Repair and Maintenance

9.25.6.1 Qwest will allow CLEC/DLEC to access Line Partitioning at the point where the combined voice and data Loop is cross-connected to the ~~POTS~~ Splitter.

9.25.6.2 The Customer of ~~r~~Record will be responsible for reporting to Qwest voice service troubles provided over Line Partitioning. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Partitioning. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the ~~POTS~~ Splitters will be responsible for their maintenance.

9.25.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Line Partitioning 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.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for Line Partitioning.

9.25.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of a resale Loop for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data

service without authorization from the Customer of ~~r~~Record.

9.25.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.25.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Line Partitioning in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess -Customer of ~~r~~Record the TIC Charge.

9.25.6.3.4 When trouble reported by the Customer of ~~r~~Record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of R~~r~~ecord on a case-by-case basis. The Customer of ~~r~~Record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of ~~r~~Record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of ~~r~~Record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of ~~r~~Record.

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

9.25.6.5 When ~~POTS~~ Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Partitioning. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.25.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.25.7 Customer of Record and Authorized Agents

9.25.7.1 "Customer of ~~r~~Record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Partitioning. The Customer of ~~r~~Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and x.xx.x.x to perform ordering and/or maintenance and repair functions.

9.25.7.2 In order for the authorized agent of the Customer of ~~r~~Record to perform ordering and/or maintenance and repair functions, the Customer of ~~r~~Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of ~~r~~Record. Such access will be managed by the Customer of ~~r~~Record.

9.25.8 The Customer of ~~r~~Record shall hold Qwest harmless with regard to any harm to Customer of ~~r~~Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of ~~r~~Record or any other person who has obtained from the Customer of ~~r~~Record the necessary access and security devices through the Customer of ~~r~~Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of ~~r~~Record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.~~.~~

Section 10.0 - ANCILLARY SERVICESncillary Services

10.1 Intentionally Left Blank.Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's LNP database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. Qwest will allow CLEC to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections. [627]

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office sSwitches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP.

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627 Revised in accordance with TRO at para. 555 and 47 CFR § 51.319(d)(4)(i)(B. Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office ~~s~~Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer~~return~~ of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP ~~M~~managed ~~C~~cut, as described in Section 10.2.5.4. ~~If CLEC requests Qwest to do so by 8:00 p.m. mountain time, Qwest will assure that the Qwest Loop is not disconnected that day.~~ [628]

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the ~~e~~End ~~u~~User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its ~~P~~port or provision of its Loop, and needs to delay or cancel the ~~P~~port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the ~~P~~port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a ~~P~~port create subscription or ~~P~~port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local ~~n~~Number ~~p~~Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an ~~e~~End-~~e~~Office Switch becomes equipped with LNP, all NXXs assigned to that ~~e~~End ~~e~~Office Switch will be defined as portable, to the extent

628 Qwest agreed to remove last sentence based on the more detailed process description included in Section 10.2.5.3.1 and approved LNP PID OP-17.

Technically Feasible, and translations will be changed in each Party's ~~s~~Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office ~~s~~Switches that have direct trunks to the ~~e~~End ~~o~~Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local ~~n~~Number ~~p~~Portability to End User Customers for any portion of an existing DID block without being required to ~~P~~port the entire block of DID telephone numbers. Each Party shall permit End User Customers who ~~P~~port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC End Office Switch if the code is used solely for one ~~e~~End ~~u~~User Customer. Where one Party has activated an entire NXX for a single ~~e~~End ~~u~~User Customer, or activated a substantial portion of an NXX for a single ~~e~~End ~~u~~User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such ~~e~~End ~~u~~User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating ~~e~~End ~~u~~User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The ~~e~~Current Service ~~p~~Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may ~~P~~port Reserved Numbers from one Party to the other Party via LNP. Qwest will ~~P~~port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will ~~no longer~~ reserve telephone numbers in accordance with the FCC's rules~~for End User Customers~~. [629]

[629] Revised based on the FCC's rule change in the *Numbering Resource Optimization* order, Second Report and Order, Order on Reconsideration in CC Docket No. 96-98 and CC Docket No. 99-200, and Second Further Notice of Proposed Rulemaking in CC Docket No. 99-200, rel. December 29,

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the ~~c~~Current ~~s~~Service ~~p~~Provider may require that the End User Customer's relocation at the time of the ~~P~~port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported ~~e~~End ~~u~~User Customer while that ~~e~~End ~~u~~User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

10.2.4 Database and Query Services

10.2.4.1 Local Switch Ports include CLEC use of Qwest's Local Number Portability Database, to the extent that a local circuit Switch is required to be unbundled by the Commission as addressed in Section 9.11.2.2. The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customer's using a ported telephone number.~~Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).~~[630]

10.2.4.2 ~~For local calls to a NXX in which at least one number has been ported~~

2000, pages 50-51, para. 114; and, Third Report and Order and Second Order on Reconsideration in CC Docket No. 96-98 and CC Docket No. 99-200, rel. December 28, 2001, page 50, para. 114.

630 Revised in accordance with TRO at para. 555 and 47 CFR § 51.319(d)(4)(i)(B). Call-related databases, except E911, are no longer Unbundled Network Elements under 251(c)(3) of the Act except to the extent it is used with an unbundled local circuit Switch which is addressed in Section 9.11.2.2 of this Agreement.

~~via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's Customers or eEnd uUsers Customers as compared to the service Qwest provides its own Customers and eEnd uUsers Customers~~Intentionally Left Blank.[631]

10.2.4.3 ~~A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port requested in a NXX~~Intentionally Left Blank.[632]

10.2.4.4 ~~On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message~~Intentionally Left Blank.[633]

10.2.4.5 ~~Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS~~Intentionally Left Blank.[634]

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated LNP ~~Number Portability~~ forms. CLEC may order LNP~~long term number portability~~ either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.[635]

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631 *Id.*

632 *Id.*

633 *Id.*

634 *Id.*

635 Grammatical change to be consistent with Qwest's other state SGATs.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for LNP~~Local Number Portability~~: [636]

Telephone Numbers	To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.6 of the Agreement~~SGAT~~.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side ~~a~~Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the ~~R~~repair ~~C~~center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a ~~M~~managed ~~C~~cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for ~~M~~managed ~~C~~cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled ~~P~~port date. (A 10-digit unconditional trigger cannot be set for DID services in ~~1AESS, AXE10,~~ and DMS10 End Office ~~s~~Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed,

[636] Grammatical change to be consistent with Qwest's other state SGATs.

nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order. [637]

10.2.5.4 LNP Managed Cut ~~w~~With CLEC-~~p~~Provided Loop: A ~~M~~managed ~~C~~cut permits CLEC to select a project managed cut for LNP. Managed ~~C~~cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a ~~M~~managed ~~C~~cut by submitting a Local Service Request (LSR) and designating this order as a ~~M~~managed ~~C~~cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the ~~M~~managed ~~C~~cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., e~~E~~nd ~~u~~User Customer local time, Monday through Friday. The rate for ~~M~~managed ~~C~~cuts during normal business hours is the standard rate. The rate for ~~M~~managed ~~C~~cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for ~~M~~managed ~~C~~cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for ~~M~~managed ~~C~~cuts. CLEC understands and agrees that in the event CLEC does not make payment for ~~M~~managed ~~C~~cuts, unless disputed as

637 Removing "1AESS" since Qwest has replaced all of these type of switches.

permitted under Section 5.4 of ~~the~~ this Agreement, Qwest shall not accept any new LSR requests for ~~M~~managed ~~C~~cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented ~~(supp)~~ to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in ~~Appendix~~Exhibit A.

10.2.5.4.6 In the event that the LNP ~~M~~managed ~~C~~cut ~~LNP~~ conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a m~~M~~anaged c~~C~~ut shall be implemented in a manner that avoids interrupting service to the e~~E~~nd u~~U~~ser Customer, including, without limitation, ensuring that the e~~E~~nd u~~U~~ser Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own e~~E~~nd u~~U~~ser Customers and will have the responsibility for resolution of any service trouble report(s) from its e~~E~~nd u~~U~~ser Customers. End u~~U~~ser Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its~~their~~ respective End User Customers the correct telephone numbers to call for access to its~~their~~ respective repair bureau~~s~~. Each Party will provide its~~their~~ repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to CLEC End User Customers with ported telephone

numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for ~~long term~~ Local ~~n~~Number ~~p~~Portability.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an ~~e~~End ~~u~~User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (9-1-1).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains ~~e~~End ~~u~~User Customer information (including name, address, telephone number, and sometimes special information from the Current~~local~~ Sservice Pprovider or ~~e~~End ~~u~~User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office ~~s~~Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses ~~e~~End ~~u~~User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its ~~e~~End ~~u~~Users Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its ~~e~~End ~~u~~User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's eEnd uUser Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable eEnd uUser Customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 -Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street ~~and~~ Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own eEnd uUser Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of eEnd uUser Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of eEnd uUser Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide eEnd uUser Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide eEnd uUser Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its eEnd uUser Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 sSections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy

and reliability as such updates are provided for Qwest's ~~e~~End ~~u~~User Customers. For resold accounts, CLEC shall provide Qwest with accurate ~~e~~End ~~u~~User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain ~~e~~End ~~u~~User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its ~~e~~End ~~u~~User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of ~~e~~End ~~u~~User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0

level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "(ANI)" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, or a CLEC using ~~u~~Unbundled ~~s~~Switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail ~~e~~End ~~u~~User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 ~~t~~Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

~~10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number~~

~~is ported shall be added to the end user record by CLEC.~~[638]

10.3.9 Public Switch/Automatic Location Identification (PS/ALI) Service.

10.3.9.1 PS/ALI Description

10.3.9.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone sSwitch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.1.2 CLEC's PS/ALI End User Customer systems are viewed as a Serving Wire Center within the E911 network. The Automatic Number Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical End Office Switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received, or the default Emergency Service Number (ESN). Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network, where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

10.3.9.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

10.3.9.2 PS/ALI Terms and Conditions

10.3.9.2.1 PS/ALI service is only available in areas where E911 is currently supported. PS/ALI is not available with Basic 911 service.

10.3.9.2.2 CLEC or CLEC's PS/ALI End User Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. CLEC or CLEC's PS/ALI End User Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of End User Customer provided information.

10.3.9.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the pPrivate Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven (7) digit numbering system

638 Deleted Section because RCF is used for Interim Number Portability which is no longer available when LNP is deployed.

and the associated ANI for every station within the pPrivate Switch. If the seven (7) digit telephone number is not dialable, CLEC's PS/ALI End User Customer is responsible to identify the associated call back telephone number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If CLEC's PS/ALI End User Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

10.3.9.2.4 For PS/ALI resold service, CLEC shall meet the terms and conditions for Qwest's PS/ALI retail product.

10.3.9.3 PS/ALI Database Updates

10.3.9.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide the CLEC's PS/ALI End User Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

10.3.9.3.2 CLEC's PS/ALI End User Customer will provide the input and validation of station data directly into the ALI database. CLEC's PS/ALI End User Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish CLEC with any variations to NENA recommendations required for PS/ALI database input.

10.3.9.4 PS/ALI Database Accuracy

10.3.9.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to CLEC or CLEC's PS/ALI End User Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

10.3.9.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records.

10.3.9.5 PS/ALI Interconnection

10.3.9.5.1 Facilities-based CLEC shall interconnect direct trunks from CLEC's network to the PSAP or the E911 tandem (sSelective rRouter), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, CLEC may route PS/ALI calls over CLEC's existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either the CLEC's Switch and the E911 Sselective Rrouter or PSAP or between the CLEC's

PS/ALI End User Customer PBX/Centrex/Centron and the E911 ~~s~~Selective ~~r~~Router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 Interconnection.

10.3.9.5.2 For a reseller CLEC, or a CLEC using Unbundled Switching, CLEC's PS/ALI End User Customer is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some Qwest End Office Switches over PRI trunks. If CLEC's PS/ALI End User Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

10.3.9.6 PS/ALI Rate Elements

10.3.9.6.1 Rates and charges for PS/ALI service will be assessed based on CLEC's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

10.3.9.6.2 Recurring Rates - ALI Service Features

10.3.9.6.2.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served).

10.3.9.6.2.2 Monthly recurring rate for SR for routing to designated PSAP.

10.3.9.6.3 Nonrecurring Rates

10.3.9.6.3.1 A one time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

10.3.9.6.3.2 PS/ALI Resale.

10.3.9.6.3.3 Network Access Channel (NAC) per station location.

10.3.9.6.3.4 Channel Connection (CC) per station location.

10.3.9.6.3.5 Channel Performance (CP) per station location.

10.3.9.6.3.6 Channel Transmission (CTP) per station.

10.3.9.6.3.7 Transport Mileage – Interoffice mileage between different Serving Wire Centers and is composed of mileage bands based on a fixed or a per mile rate.

10.3.9.7 PS/ALI Ordering

10.3.9.7.1 Facilities-based CLEC – PS/ALI Ordering

10.3.9.7.1.1 Once all critical information has been obtained and

agreed upon in the PS/ALI ~~j~~Joint ~~p~~Planning ~~m~~Meeting, CLEC's PS/ALI Interconnection arrangement will determine the ordering process to be followed. If CLEC is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, CLEC will not be required to issue any changes to the existing E911 Interconnection arrangement. If CLEC determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from CLEC Switch to the Qwest SR, CLEC will follow the process outlined in the PCAT E911 ordering section.

10.3.9.7.1.2 ALI service features may be ordered from Qwest or directly from the third party database provider. If ordering from Qwest, CLEC will use the ASR process. If ordering directly from the third party provider, CLEC will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

10.3.9.7.2 Resale – PS/ALI Ordering

10.3.9.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

10.3.9.8 PS/ALI Billing

10.3.9.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring ~~b~~Billing.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's ~~e~~End ~~u~~User Customers in Qwest's ~~l~~Listings database, based on ~~e~~End ~~u~~User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC ~~e~~End ~~u~~User Customer ~~l~~Listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy ~~l~~Listings. Qwest will accept one (1) primary ~~l~~Listing for each main telephone number belonging to CLEC's ~~e~~End ~~u~~User Customers at no charge.

10.4.2.2 CLEC will be charged for premium and privacy ~~l~~Listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange ~~l~~Listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary ~~l~~Listings and other types of ~~l~~Listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating ~~l~~Listings is available in "~~Qwest~~ Facility Based ~~and~~ CLECs~~Co-Provider~~ and Reseller/Unbundled Network CLECs

Directory Listings User Documents." Qwest will furnish CLEC the lListings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC. [639]

10.4.2.4 If CLEC provides its eEnd uUser Customer's lListings to Qwest, CLEC grants Qwest access to CLEC's eEnd uUser Customer lListings information for use in its Directory Assistance Service, in its Directory Assistance List Service, and for other lawful purposes, except that CLEC's lListings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Llistings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC eEnd uUser Customer lListings in the dDirectory aAssistance dDatabase. Qwest will incorporate CLEC's eEnd uUser Customer lListings information in all existing and future dDirectory aAssistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates. [640]

10.4.2.5 CLEC eEnd uUser Customer lListings will be treated the same as Qwest's eEnd uUser Customer lListings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's eEnd uUser eCustomer lListings to directory publishers, or other third parties other than dDirectory aAssistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's eEnd uUser Customer dDirectory aAssistance lListings to dDirectory aAssistance providers. Listings shall not be provided or sold in such a manner as to segregate eEnd uUser Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's lListings databases. CLEC will not receive compensation from Qwest for any sale of lListings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to lListings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to lListings only.

10.4.2.7 Qwest is responsible for maintaining lListings, including entering, changing, correcting, rearranging and removing lListings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages lListings for all CLEC's and Qwest's eEnd uUser Customers. All requests for white pages Directory Listings, whether CLEC or Qwest eEnd uUser Customers, follow the same processes for entry into the lListings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted lListings provided that CLEC has supplied Qwest the necessary privacy indicators on such lListings.

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639 The Qwest document has been renamed "Facility Based CLECs and Reseller/Unbundled Network CLECs Listings User Document." In addition, the phrase "for Qwest's official directory publisher" has been added to clarify the schedules and deadlines that will be provided to CLEC.

640 Removed duplicative language.

10.4.2.10 CLEC white pages ~~l~~Listings will be in the same font and size as ~~l~~Listings for Qwest ~~e~~End ~~u~~User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC ~~l~~Listings will be provided with the same accuracy and reliability as Qwest's ~~e~~End ~~u~~User Customer Listings. Qwest will ensure CLEC ~~l~~Listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own ~~e~~End ~~u~~User Customer Listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC ~~e~~End ~~u~~User Customers at Parity with Qwest ~~e~~End ~~u~~Users Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon ~~e~~End ~~u~~User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that ~~l~~Listings provided to Qwest are accurate and complete. All third party ~~l~~Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all ~~l~~Listings information provided to Qwest, including ~~e~~End ~~u~~User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding ~~l~~Listings and for supplying Qwest with the applicable ~~l~~Listing information.

10.4.2.16 CLEC agrees to provide to Qwest its ~~e~~End ~~u~~User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying ~~l~~Listings ownership.

10.4.2.18 Prior to placing ~~l~~Listings orders on behalf of ~~e~~End ~~u~~User Customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly ~~l~~Listing verification proofs that provide the data to be displayed in the published white pages directory and available on ~~d~~Directory ~~a~~Assistance. Verification proofs containing nonpublished and nonlisted ~~l~~Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the ~~l~~Listings to be included in the white pages directory and ~~d~~Directory ~~a~~Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page ~~l~~Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's ~~e~~End ~~u~~User Customers, including:

10.4.2.22.1 All ~~e~~End ~~u~~User Customer account activity (e.g., ~~e~~End ~~u~~User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for ~~l~~Listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's ~~e~~End ~~u~~User Customer information (if ~~e~~End ~~u~~User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's ~~e~~End ~~u~~User Customers.

10.4.2.23 Pursuant to Sections~~.~~ 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of ~~l~~Local Exchange Service on a timely ~~and unbundled~~ basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use. [641]

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail ~~e~~End ~~u~~User Customer ~~l~~Listings provided to CLEC are accurate and complete. Any third party ~~l~~Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail ~~e~~End ~~u~~User Customer ~~l~~Listings information provided to CLEC including ~~e~~End ~~u~~User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor ~~(including, without limitation, Qwest Dex, Inc.) (an Affiliate) or contractor~~, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's ~~l~~Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's ~~e~~End ~~u~~User Customers. [642]

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the ~~C~~customer guide pages of the white pages directory, a notice that ~~e~~End ~~u~~User Customers should contact their Current~~local~~ ~~S~~service ~~P~~provider to request any modifications to their existing ~~l~~Listing or to request a new ~~l~~Listing.

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641 *See,* TRO at para. 560.

642 This Section has been revised to reflect that Dex is no longer an affiliate of Qwest.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying End User Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial ~~d~~Directory ~~a~~Assistance; (4) reach an account representative; (5) request buried cable ~~local~~ locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page ~~l~~Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC ~~l~~Listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (http://www.qwest.com/~~/~~wholesale/pcat/) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory ~~a~~Assistance ~~s~~Service is a telephone number, voice Information Service that Qwest provides to its own eEnd ~~u~~User Customers and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options. Qwest will provide CLEC with non-discriminatory access to its Directory Assistance Service on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 9.11.2.2, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of directory assistance service.[643]

643 *See,* TRO at para. 560.

10.5.1.1.1 Directory Assistance Service. - The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance dDatabase.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's eEnd uUser Customers to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's eEnd uUser Customers to receive lListings from Qwest's Local Directory Assistance dDatabase and from the database of the National Directory Assistance sServices vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's eEnd uUser Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's eEnd uUser Customer at the start of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand – Announces CLEC's name to CLEC's eEnd uUser Customer at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's eEnd uUser Customer at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

c) There is a nonrecurring charge to load CLEC's branded message in each Switch.

d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's eEnd uUser Customers' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Service, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance ~~s~~Service.

10.5.2.2 Qwest's Directory Assistance ~~d~~Database contains only those published and non-listed telephone number ~~l~~Listings obtained by Qwest from its own ~~e~~End ~~u~~User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one (1) operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest ~~e~~End ~~u~~User Customers. Qwest will provide the same priority of handling for CLEC's ~~e~~End ~~u~~User Customer calls to Qwest's Directory Assistance ~~s~~Service as it provides for its own ~~e~~End ~~u~~User Customer calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest ~~e~~End ~~u~~User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance ~~d~~Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 ~~A~~ Reseller CLEC's End User Customers may use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its ~~e~~End ~~u~~User Customers dial a unique number or use the same dialing pattern as Qwest ~~e~~End ~~u~~User Customers to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance ~~d~~Database updates of CLEC's ~~l~~Listings. Qwest will implement quality assurance procedures such as random testing for ~~l~~Listing accuracy. Qwest will identify itself to ~~e~~End ~~u~~User Customers calling its Directory Assistance ~~s~~Service provided for itself either by company name or operating company name or operating company number so that ~~e~~End ~~u~~User Customers

have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance ~~l~~Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance ~~l~~Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Directory Assistance ~~l~~Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance ~~l~~Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance ~~l~~Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service, and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance ~~l~~Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted ~~l~~Listings shall not be used for marketing purposes.

~~10.5.2.12 Reserved for Future Use.~~

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A nonrecurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each Switch is also applicable. Such nonrecurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance ~~s~~Service by CLEC's ~~e~~End ~~u~~User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call

rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the ~~O~~operator ~~S~~services Switch. An e~~E~~nd ~~u~~User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the e~~E~~nd ~~u~~User Customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) ~~l~~information consists of name, address and telephone number information for all e~~E~~nd ~~u~~User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance ~~S~~service to CLEC's e~~E~~nd ~~u~~User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's e~~E~~nd ~~u~~User Customer Directory Assistance ~~l~~Listings to Directory Assistance providers. In the case of e~~E~~nd ~~u~~User Customers who have non-published ~~l~~Listings, Qwest shall provide the e~~E~~nd ~~u~~User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the ~~l~~Listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List ~~l~~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 ~~l~~information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List ~~l~~information shall specify whether the Qwest ~~subscriber~~End User Customer is a residential, business, or government subscriber, and the ~~l~~Listings of other C~~c~~arriers will specify such information where it has been provided on the Carrier's L~~l~~isting order.

10.6.1.4 In the event CLEC requires a reload of DA List ~~l~~information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to the Directory Assistance List ~~l~~information: Option 1) solely for the purpose~~s~~ of providing Directory Assistance Services~~,~~; or Option 2) for purposes of providing Directory Assistance Services~~,~~ and for other lawful

purposes, except that ~~l~~Listings included in Qwest's Directory Assistance List ~~i~~Information and marked as non-published or non-listed ~~l~~Listings, or ~~l~~Listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List ~~i~~information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List ~~i~~information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service ~~e~~End ~~u~~User Customer or the name and/or address of the telephone service ~~e~~End ~~u~~User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that ~~l~~Listings belonging to Qwest retail ~~e~~End ~~u~~User Customers provided to CLEC in Qwest's DA List ~~i~~information are accurate and complete. All third party DA List ~~i~~information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its ~~e~~End ~~u~~User Customer ~~l~~Listings information provided to CLEC, including ~~e~~End ~~u~~User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance ~~d~~Database daily updates of the DA List ~~i~~information, will implement quality assurance procedures such as random testing for Directory Assistance ~~l~~Listing accuracy, and will identify itself to ~~e~~End ~~u~~User Customers calling its DA ~~s~~Service either by company name or operating company number so that ~~e~~End ~~u~~User Customers have a means to identify with whom they are dealing.

10.6.2.3 Reserved ~~F~~for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing ~~i~~information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's ~~e~~End ~~u~~User Customers to a third party calling its Directory Assistance for such information, the fact that such ~~e~~End ~~u~~User Customer subscribes to Qwest's Telecommunications Services is ~~C~~confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List ~~i~~Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List ~~i~~Information at least equal to the measures it takes to protect its own ~~C~~confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List ~~i~~information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an ~~e~~End ~~u~~User Customer, whose ~~l~~Listing is furnished in the DA ~~l~~List, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be

Exhibit A
South Dakota*

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New		Select Traffic Type	Reciprocal			Notes		
			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.0 Resale								
6.1 Wholesale Discount Rates								
6.1.1	Basic Exchange Residential Line Service		15.55%		15.55%	A		A
6.1.2	Basic Exchange Business Line Service / PBX / PAL		15.55%		15.55%	A		A
6.1.3	IntraLATA Toll		15.55%		15.55%	A		A
6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS Frame Relay Service, ACS)		15.55%		15.55%	A		A
6.1.5	Listings, CO Features & Information Services		15.55%		15.55%	A		A
6.1.6	Private Line		15.55%		15.55%	A		A
6.2 Customer Transfer Charge (CTC)								
6.2.1	CTC for POTS Service							
6.2.1.1	First Line							
	6.2.1.1.1	First Line (Manual)			$5.00			A
	6.2.1.1.2	Intentionally Left Blank						
	6.2.1.1.3	First Line (Mechanized)			$5.00			A
		~~Each Additional Line (Mechanized)~~			~~$5.00~~			
6.2.1.2	Each Additional							
		~~First Line (Manual)~~			~~$5.00~~			
	6.2.1.2.1	Each Additional Line (Manual)			$5.00			A
	6.2.1.2.2	Intentionally Left Blank						
	6.2.1.2.3	Each Additional Line (Mechanized)			$5.00			A
6.2.2	CTC for Private Line Transport Services							
6.2.2.1	First Circuit				$35.26			1
6.2.2.2	Additional Circuit, per circuit, same CSR				$35.26			1
6.2.3	CTC for Advanced Communications Services, per circuit				$52.38			1
7.0 Interconnection								
7.1 Entrance Facilities								
7.1.1	Intentionally Left Blank							
7.1.~~2~~1	DS1		$82.59		$223.28			#
7.1.32	DS3		$336.99		$301.15			#
7.2 LIS EICT								
7.2.1	Per DS1		$0.00		$0.00			
7.2.2	Per DS3		$0.00		$0.00			
7.3 Direct Trunked Transport								
7.3.1	Intentionally Left Blank							
7.3.2	DS1							
~~7.3.1~~ 7.3.2.1	~~DS1~~ Over 0 to 8 Miles		$34.75	$0.95		A	A	
7.3.2.2	~~DS1~~ Over 8 to 25 Miles		$34.76	$1.82		A	A	
7.3.2.3	~~DS1~~ Over 25 to 50 Miles		$34.76	$1.77		A	A	
7.3.2.4	~~DS1~~ Over 50 Miles		$34.75	$1.23		A	A	
7.3.3	DS3							
~~7.3.2~~ 7.3.3.1	~~DS3~~ Over 0 to 8 Miles		$236.22	$10.43		A	A	
7.3.3.2	~~DS3~~ Over 8 to 25 Miles		$236.53	$10.83		A	A	
7.3.3.3	~~DS3~~ Over 25 to 50 Miles		$236.71	$9.91		A	A	
7.3.3.4	~~DS3~~ Over 50 Miles		$243.94	$24.44		A	A	
7.4 Multiplexing								
7.4.1	DS1 to DS0		$181.28		$280.77	A		A
~~7.4.1~~ 7.4.2	DS3 to DS1		$191.32		$287.45	A		A
~~7.4.2~~	~~DS1 to DS0~~		~~$181.28~~		~~$280.77~~			
7.5 Trunk Nonrecurring Charges								
7.5.1	Intentionally Left Blank							
7.5.2	DS1 Interface							
7.5.2.1	~~DS1 Interface,~~ First Trunk				$248.59			1
7.5.2.2	~~DS1 Interface,~~ Each Additional Trunk				$6.02			1
7.5.3	DS3							
7.5.3.1	~~DS3 Interface,~~ First Trunk				$255.51			1
7.5.3.2	~~DS3 Interface,~~ Each Additional Trunk				$12.95			1

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
7.6 Local Traffic						
7.6.1 End office call termination, per Minute of Use	$0.000702			#		
7.6.2 Tandem Switched Transport, Minute of Use	$0.000690			#		
~~7.6.2.1 Tandem Switching, per Minute of Use~~	~~$0.000690~~			#		
7.6.3 Tandem Transmission, per Minute of Use						
7.6.3.1 Over 0 to 8 Miles	$0.000412	$0.000012		A	A	
7.6.3.2 Over 8 to 25 Miles	$0.000406	$0.000014		A	A	
7.6.3.3 Over 25 to 50 Miles	$0.000408	$0.000013		A	A	
7.6.3.4 Over 50 Miles	$0.000410	$0.000009		A	A	
7.7 Local Traffic-FCC-ISP Rate Caps						
~~7.7.1 MOU for 6 mo. June 14 Dec. 13,2001~~		~~N/A~~				
~~7.7.2 MOU for 18 mo. Dec. 14,2001 June 13,2003~~		~~$0.001~~				~~4~~
~~7.7.3~~ 7.7.1 MOU for ~~36 mo.~~ June 14, 2003-June 14, 2004 ~~3, 2006~~	$0.0007			4		
7.8 Miscellaneous Charges						
7.8.1 Expedite Charge (LIS Trunks)	Qwest's South Dakota Access Service Tariff					
7.8.2 Cancellation Charge (LIS Trunks)	Qwest's South Dakota Access Service Tariff					
7.8.3 Additional Testing (LIS Trunks)	Qwest's South Dakota Access Service Tariff					
~~7.8.4 Construction Charges~~	~~ICB~~		~~ICB~~	~~3~~		~~3~~
7.9 Transit Traffic						
7.9.1 Local Transit (Local Transit Assumed Mileage = 7 Miles)	See Tandem Switching and Tandem Transmission Rates Above.					
~~Local Transit Assumed Mileage~~	~~7~~	~~MILES~~				
7.9.2 IntraLATA Toll (IntraLATA Toll Assumed Mileage = 7 Miles)	Qwest's South Dakota Access Service Tariff					
~~IntraLATA Toll Assumed Mileage~~	~~7~~	~~MILES~~				
7.9.3 Jointly Provided Switched Access	Qwest's South Dakota Access Service Tariff					
7.9.4 Category 11 Mechanized Record Charge, per Record	$0.001604			1		
7.10 Intentionally Left Blank						
7.11 IntraLATA Toll Transit	Qwest's South Dakota Access Service Tariff					
~~7.10~~ 7.12 LIS Forecasting Deposit						
7.12.1 DS1 End Office Direct Trunking			$6,500.00			5
7.12.2 DS1 Tandem Trunking			$16,000.00			5
~~7.11 IntraLATA Toll Transit~~	~~Qwest's South Dakota Access Service Tariff~~					
8.0 Collocation						
8.1 All Collocation						
8.1.1 Planning and Engineering						
~~8.1.1~~ 8.1.1.1 Quote Preparation Fee	AT&T Contract indicates recurring to be negotiated		$1,000.00			A
8.1.1.2 Intentionally Left Blank						
8.1.1.3 Collocation Cable Augment QPF			$1,409.96			1
8.1.2 ~~Collocation~~ Entrance Facility, per Fiber Pair						
8.1.2.1 Standard Shared per Fiber	$6.81		$666.68	1		1
8.1.2.2 Cross Connect per Fiber	$7.02		$781.94	1		1
8.1.2.3 Express per Cable	$109.11		$9,741.28	1		1
8.1.3 Cable Splicing						
8.1.3.1 Fiber - per Set-up			$474.70			A
8.1.3.2 Per Fiber Spliced			$37.95			A
8.1.4 Power Usage						
~~8.1.4~~ 8.1.4.1 -48 Volt DC Power Usage, per Ampere, per Month	$15.24			A		
~~8.1.5 -48 Volt DC Power Cable, per Foot, Per A and B Feeder~~						
~~20 Amp Feed~~		~~$0.11~~	~~$70.21~~			
~~40 Amp Feed~~		~~$0.15~~	~~$95.20~~			
~~60 Amp Feed~~		~~$0.17~~	~~$107.22~~			
~~8.1.6~~ 8.1.5 AC Power Feed						
8.1.5.1 Intentionally Left Blank						
8.1.5.2 AC Power Feed – per Foot, per Month						
8.1.5.2.1 20 Amp, Single Phase	$0.0151		$8.14	1		1
8.1.5.2.2 20 Amp, Three Phase	$0.0187		$10.10	1		1
8.1.5.2.3 30 Amp, Single Phase	$0.0163		$8.78	1		1

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.1.5.2.4	30 Amp, Three Phase		$0.0223		$12.06	1		1
8.1.5.2.5	40 Amp, Single Phase		$0.0191		$10.33	1		1
8.1.5.2.6	40 Amp, Three Phase		$0.0263		$14.21	1		1
8.1.5.2.7	50 Amp, Single Phase		$0.0227		$12.25	1		1
8.1.5.2.8	50 Amp, Three Phase		$0.0317		$17.10	1		1
8.1.5.2.9	60 Amp, Single Phase		$0.0257		$13.85	1		1
8.1.5.2.10	60 Amp, Three Phase		$0.0365		$19.69	1		1
8.1.5.2.11	100 Amp, Single Phase		$0.0318		$17.15	1		1
8.1.5.2.12	100 Amp, Three Phase		$0.0496		$26.78	1		1
~~8.1.7~~ 8.1.6	Inspector Labor, per Half Hour							
8.1.6.1	Regular Hours Rate				$27.70			A
8.1.6.2	After Hours Rate, minimum 3 hours				$35.99			A
~~8.1.8~~ 8.1.7	Channel Regeneration							
8.1.7.1	DS1 ~~Regeneration~~		~~$12.21~~ $0.00		~~$311.69~~ $0.00	11		11
8.1.7.2	DS3 ~~Regeneration~~		~~$12.21~~ $0.00		~~$311.69~~ $0.00	11		11
~~8.1.9~~ 8.1.8	Collocation Terminations							
8.1.8.1	Shared Access							
8.1.8.1.1	Intentionally Left Blank							
8.1.8.1.2	Intentionally Left Blank							
8.1.8.1.3	Intentionally Left Blank							
8.1.8.1.4	Fiber Termination							
	8.1.8.1.4.1	Fiber Terminations (per 12 fibers)	$28.99		$1,658.35	1		1
	8.1.8.1.4.2	Fiber Additional Connector (if applicable)	$0.84		$450.93	1		1
	8.1.8.1.4.3	Fiber Cable Racking Shared (per 12 fibers)	$2.31			1		1
	8.1.8.1.4.4	Fiber Cable Racking Dedicated	$2.79		$1,507.33	1		1
8.1.8.2	Block Terminations							
8.1.8.2.1	DS0, per 100		$1.10		$617.55	A		A
8.1.8.2.2	DS1, Per 28		$0.76		$449.96	A		A
8.1.8.2.3	DS3, per Each Termination		$0.43		$249.87	A		A
8.1.8.3	Per Termination							
8.1.8.3.1	DS0		$0.0100		$5.18	A		A
8.1.8.3.2	DS1		$0.0200		$12.26	A		A
8.1.8.3.3	DS3		$0.0300		$185.78	5		A
8.1.8.4	~~Ocn~~ Fiber Termination							
8.1.8.4.1	~~Ocn~~ Terminations (per 12 fibers)		$28.99		$1,658.35	1		1
8.1.8.4.2	~~Ocn~~ Additional Connector (if applicable)		$0.84		$450.93	1		1
8.1.8.4.3	~~Ocn~~ Cable Racking Shared (per 12 fibers)		$2.31			1		
8.1.8.4.4	~~Ocn~~ Cable Racking Dedicated		$2.79		$1,507.33	1		1
~~8.1.10~~ 8.1.9	Security							
8.1.9.1	Per Employee, per Card		$0.85			1		
8.1.9.2	Card Access per Employee, per Office		$7.04			1		
8.1.9.3	Central Office Security Infrastructure		ICB		ICB	3		3
~~8.1.11~~ 8.1.10	Composite Clock / Central Office Clock Synchronization							
8.1.10.1	Synchronization – Composite Clock, per Port		$8.49			1		
8.1.11	-48 Volt DC Power Cable, per Foot, Per A and B Feeder							
8.1.11.1	20 Amp Feed		$0.11		$70.21	A		A
8.1.11.2	Intentionally Left Blank							
8.1.11.3	40 Amp Feed		$0.15		$95.20	A		A
8.1.11.4	Intentionally Left Blank							
8.1.11.5	60 Amp Feed		$0.17		$107.22	A		A
8.1.12	Space Availability Charge				$340.32			1
8.1.13	Collocation Space Reservation Fee		The charge will be 25% of the Non-Recurring Fee					
8.1.14	Collocation Space Option Administration Fee				$1,146.74			1
8.1.15	Collocation Space Option Fee		$2.00			2		
~~8.1.16~~	~~Collocation Cable Augment QPF~~				~~$1,409.96~~			~~1~~
8.2	**Virtual Collocation**							
~~8.2.1~~	~~Quote Preparation Fee, Per Collocation Ordered~~				~~$4,469.55~~			~~1~~

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.2.2 8.2.1 Maintenance Labor, per Half Hour						
8.2.1.1 Regular Hours Rate			$24.54			A
8.2.1.2 After Hours Rate			$32.64			A
8.2.3 8.2.2 Training Labor, per Half Hour						
8.2.2.1 Regular Hours Rate			$24.54			A
8.2.4 8.2.3 Equipment Bay--recurring, per Shelf	$3.88			A		
8.2.5 8.2.4 Engineering Labor, per Half Hour						
8.2.4.1 Regular Hours Rate			$23.93			A
8.2.4.2 After Hours Rate			$32.01			A
8.2.6 8.2.5 Installation Labor, per Half Hour						
8.2.5.1 Regular Hours Rate			$27.70			A
8.2.5.2 After Hours Rate			$35.99			A
8.2.6 Rent						
8.2.7 8.2.6.1 Floor Space Lease, per Square Foot						
8.2.6.1.1 Zone 1	$2.75			A		
8.2.6.1.2 Zone 2	$2.26			A		
8.2.6.1.3 Zone 3	$2.06			A		
8.2.7 Planning and Engineering Fee						
8.2.7.1 Quote Preparation Fee, per Collocation Ordered			$4,469.55			1
8.2.8 Intentionally Left Blank						
8.2.9 Power Plant						
8.2.8 8.2.9.1 DC Power Cable						
8.2.9.1.1 20 Amp, Power Feed, per Feed	$8.37		$4,521.83	1		1
8.2.9.1.2 30 Amp, Power Feed, per Feed	$9.53		$5,148.43	1		1
8.2.9.1.3 40 Amp, Power Feed, per Feed	$11.52		$6,218.08	1		1
8.2.9.1.4 Intentionally Left Blank						
8.2.9.1.5 60 Amp, Power Feed, per Feed	$20.39		$11,012.44	1		1
8.2.9.1.6 100 Amp, Power Feed, per Feed	$34.40		$18,573.95	1		1
8.2.9.1.7 200 Amp, Power Feed, per Feed	$64.03		$34,575.21	1		1
8.2.9.1.8 300 Amp, Power Feed, per Feed	$100.69		$54,367.53	1		1
8.2.9.1.9 400 Amp, Power Feed, per Feed	$142.96		$77,194.68	1		1
8.3 Cageless Physical Collocation						
8.3.1 Planning and Engineering Fee						
8.3.1.1 Quote Preparation Fee, Per Collocation Ordered			$4,469.55			1, 9
8.3.1.2 Augment Quote Preparation Fee			$1,445.39			1
8.3.2 Space Construction and Site Preparation						
8.3.2.1 Site Preparation Fee			ICB			3
8.3.2.2 2 Bays	$39.45		$21,299.26	1		1
8.3.2.3 Intentionally Left Blank						
8.3.2.4 Intentionally Left Blank						
8.3.2.5 Each Additional Bay, per Bay	$0.87		$471.75	A		A
8.3.2.6 Intentionally Left Blank						
8.3.2.7 DC Power Cable						
8.3.2.7.1 20 Amp-Initial Feed Only, per Initial Power Feed	$8.37		$4,521.83	1		1
8.3.2.7.2 30 Amp-Initial Feed Only, per Initial Power Feed	$9.53		$5,148.43	1		1
8.3.2.7.3 40 Amp-Initial Feed Only, per Initial Power Feed	$11.52		$6,218.08	1		
8.3.2.7.4 60 Amp-Initial Feed Only, per Initial Power Feed	$20.39		$11,012.44	1		1
8.3.2.7.5 100 Amp Initial Feed Only, per Initial Power Feed	$34.40		$18,573.95	1		1
8.3.2.7.6 200 Amp Initial Feed Only, per Initial Power Feed	$64.03		$34,575.21	1		1
8.3.2.7.7 300 Amp Initial Feed Only, per Initial Power Feed	$100.69		$54,367.53	1		1
8.3.2.7.8 400 Amp Initial Feed Only, per Initial Power Feed	$142.96		$77,194.68	1		1
	$6.13		$2,482.44	1		1
8.3.3 Floor Space Lease, per Square Foot						
8.3.3.1 Zone 1	$2.75			A		
8.3.3.2 Zone 2	$2.26			A		
8.3.3.3 Zone 3	$2.06			A		
8.3 8.4 Caged Physical Collocation						
8.4.1 Planning and Engineering Fee						
8.3.1 8.4.1.1 Quote Preparation Fee, per Collocation Ordered			$4,469.55			1, 9
8.4.1.2 Quote Preparation Fee- Augment			$1,445.39			1
8.4.2 Space Construction and Site Preparation						
8.3.2 8.4.2.1 Site Preparation Fee			ICB			3
8.4.2.2 Intentionally Left Blank						

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	8.4.2.3	Intentionally Left Blank							
~~8.3.3~~	8.4.2.4	Space Construction							
		8.4.2.4.1	Cage Up to 100 sq Ft	$68.56		$37,019.76	1		1
		8.4.2.4.2	Cage - 101 Sq Ft to 200 Sq Ft	$60.82		$32,842.03	1		1
		8.4.2.4.3	Cage - 201 Sq Ft to 300 Sq Ft	$75.11		$40,554.00	1		1
		8.4.2.4.4	Cage - 301 Sq Ft to 400 Sq Ft	$78.69		$42,491.50	1		1
	~~Space Construction - Fencing Credit~~								
	~~Cage - Up to 100 Sq. Ft.~~				~~($10.35)~~	~~($5,590.02)~~			~~1~~
	~~Cage - 101 Sq. Ft - 200 Sq. Ft~~				~~($12.91)~~	~~($6,969.92)~~			~~1~~
	~~Cage - 201 Sq. Ft - 300 Sq. Ft~~				~~($14.50)~~	~~($7,828.84)~~			~~1~~
	~~Cage - 301 Sq. Ft - 400 Sq. Ft~~				~~($16.01)~~	~~($8,645.52)~~			~~1~~
	8.4.2.5	Intentionally Left Blank							
	8.4.2.6	DC Power Cable							
		8.4.2.6.1	20 Amp, Power Feed, per Feed	$10.41		$5,621.76	1		1
		8.4.2.6.2	30 Amp, Power Feed, per Feed	$11.47		$6,192.23	1		1
		8.4.2.6.3	40 Amp, Power Feed, per Feed	$13.71		$7,404.38	1		1
		8.4.2.6.4	60 Amp, Power Feed, per Feed	$22.64		$12,222.79	1		1
		8.4.2.6.5	100 Amp, Power Feed, per Feed	$36.84		$19,890.97	1		1
		8.4.2.6.6	200 Amp, Power Feed, per Feed	$68.57		$37,026.82	1		1
		8.4.2.6.7	300 Amp, Power Feed, per Feed	$107.33		$58,222.54	1		1
		8.4.2.6.8	400 Amp, Power Feed, per Feed	$153.10		$82,668.28	1		1
8.4.3	Space Construction - Fencing Credit								
	8.4.3.1	Cage - Up to 100 Sq. Ft.		($10.35)		($5,590.02)	1		1
	8.4.3.2	Cage - 101 Sq. Ft - 200 Sq. Ft		($12.91)		($6,969.92)	1		1
	8.4.3.3	Cage - 201 Sq. Ft - 300 Sq. Ft		($14.50)		($7,828.84)	1		1
	8.4.3.4	Cage - 301 Sq. Ft - 400 Sq. Ft		($16.01)		($8,645.52)	1		1
~~8.3.4~~ 8.4.4	Floor Space Lease, per Square Foot								
	8.4.4.1	Zone 1		$2.75			A		
	8.4.4.2	Zone 2		$2.26			A		
	8.4.4.3	Zone 3		$2.06			A		
8.4.5	Intentionally Left Blank								
8.4.6	Intentionally Left Blank								
8.4.7	Intentionally Left Blank								
~~8.3.5~~ 8.4.8	Grounding								
	8.4.8.1	2/0 AWG – per foot		$0.0179		$9.68	1		1
	8.4.8.2	1/0 AWG – per foot		$0.0316		$17.04	1		1
	8.4.8.3	4/0 AWG – per foot		$0.0371		$20.05	1		1
	8.4.8.4	350 kcmil – per foot		$0.0479		$25.88	1		1
	8.4.8.5	500 kcmil – per foot		$0.0555		$29.95	1		1
	8.4.8.6	750 kcmil – per foot		$0.0846		$45.66	1		1
~~8.4 Cageless Physical Collocation~~									
~~8.4.1~~	~~Quote Preparation Fee, Per Collocation Ordered~~					~~$4,469.55~~			~~1, 9~~
	~~Quote Preparation Fee - Augment~~					~~$1,145.39~~			~~1~~
~~8.4.2~~	~~Site Preparation Fee~~					~~ICB~~			~~3~~
	~~Space Construction~~								
	~~2 Bays~~				~~$39.45~~	~~$21,299.26~~			~~1~~
	~~Each Additional Bay, Per Bay~~				~~$0.87~~	~~$471.75~~			
~~8.4.3~~	~~DC Power Cable~~								
	~~20 Amp Initial Feed Only, Per Initial Power Feed~~				~~$8.37~~	~~$4,521.83~~			~~1~~
	~~30 Amp Initial Feed Only, Per Initial Power Feed~~				~~$9.53~~	~~$5,148.43~~			~~1~~
	~~40 Amp Initial Feed Only, Per Initial Power Feed~~				~~$11.52~~	~~$6,218.08~~			
	~~60 Amp Initial Feed Only, Per Initial Power Feed~~				~~$20.39~~	~~$11,012.44~~			~~1~~
	~~100 Amp Initial Feed Only, Per Initial Power Feed~~				~~$34.40~~	~~$18,573.95~~			~~1~~
	~~200 Amp Initial Feed Only, Per Initial Power Feed~~				~~$64.03~~	~~$34,575.21~~			~~1~~
	~~300 Amp Initial Feed Only, Per Initial Power Feed~~				~~$100.69~~	~~$54,367.53~~			~~1~~
	~~400 Amp Initial Feed Only, Per Initial Power Feed~~				~~$142.96~~	~~$77,194.68~~			~~1~~
					~~$6.13~~	~~$2,482.44~~			
~~8.4.4~~	~~Floor Space Lease, per Square Foot~~								
	~~Zone 1~~				~~$2.75~~				
	~~Zone 2~~				~~$2.26~~				
	~~Zone 3~~				~~$2.06~~				
8.5 Adjacent Collocation						ICB			3

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.6	**Remote Collocation**							
8.6.1	Physical, Virtual, and Adjacent (Existing) Remote Collocation							
	~~Quote Preparation Fee~~				~~ICB~~			~~3~~
8.6.1.1	Space (per Standard Mounting Unit)		$0.53		$728.98	1		1
8.6.1.2	FDI Terminations (per 25 Pair ~~binder group~~)		$0.32		$531.18	1		1
8.6.1.3	Power Usage				~~See Collocation Rates~~			
	8.6.1.3.1	-48 Volt DC Power Usage, per Ampere, per Month	$15.24			8		
8.6.1.4	Quote Preparation Fee				ICB			3
8.6.2	Adjacent Remote Collocation, New				ICB			3
8.6.3	Additional Virtual Remote Collocation Elements							
	~~Space~~		~~$0.53~~		~~$728.98~~	~~1~~		~~1~~
	~~FDI Terminations (per binder group)~~		~~$0.32~~		~~$531.18~~	~~1~~		~~1~~
	~~Power~~				~~See Collocation Rates~~			
8.6.3.1	Flat Charge ~~Labor Rate~~, per Job				$36.96			1
8.6.3.2	Engineering Rate, Per Half Hour				$36.44			1
8.6.3.3	Maintenance, per Half Hour				$30.05			1
8.6.3.4	Installation, per Half Hour				$30.05			1
8.6.3.5	Training, per Half Hour				$30.05			1
8.7	**CLEC to CLEC**							
8.7.1	Design Engineering & Installation							
8.7.1.1	Fiber Flat Charge (Design Engineering & Installation - No Cables)				$1,458.64			1
~~8.7.1~~ 8.7.1.2	Flat Charge (Design Engineering & Installation - No Cables)				$815.31			1
~~8.7.2~~	~~Fiber Flat Charge (Design Engineering & Installation - No Cables)~~				~~$1,458.64~~			~~1~~
~~8.7.3~~ 8.7.2	Cable Racking, Per Foot							
8.7.2.1	DS0		$0.18445			1		
8.7.2.2	DS1		$0.19724			1		
8.7.2.3	DS3		$0.16761			1		
8.7.2.4	Fiber		$1.52558			1		
~~8.7.4~~ 8.7.3	Virtual Connections (if applicable - Connections only No Cables)							
8.7.3.1	DS0 (Per 100 Connections)				$195.47			1
8.7.3.2	DS1 (Per 28 Connections)				$91.54			1
8.7.3.3	DS3 (Per 1 Connection)				$6.25			1
~~8.7.5~~ 8.7.4	Cable Hole (if Applicable)				$470.49			1
~~8.7.6~~ 8.7.5	CLEC to CLEC Cross-Connection				$223.74			1
8.8	**Interconnection Distribution Frame (ICDF) Collocation**				ICB			3
8.9	**Application to Request Cancellation ~~/ Decommission~~**			~~No Charge~~				
8.9.1	Additional Labor Other, per Half Hour or fraction thereof							
8.9.1.1	Additional Labor Other - Basic				$28.19			1
8.9.1.2	Additional Labor Other - Overtime				$37.65			1
8.9.1.3	Additional Labor Other - Premium				$47.13			1
8.9.2	Additional Dispatch				$123.51			1
8.10	**Microwave Entrance Facility**		ICB		ICB	3		3
8.11	**Intentionally Left Blank**							
8.12	**Intentionally Left Blank**							
8.13	**Intentionally Left Blank**							
8.14	**Collocation Transfer of Responsibility**							
8.14.1	Wireline and Wireless Local Interconnection Service Trunks							
8.14.1.1	Per Trunk Group				$30.89			5
8.14.1.2	Per Facility Circuit				$30.89			5
8.14.2	Transfer of Responsibility Assessment Fee				$1,058.00			5
8.14.3	Network System Administration Fee				$1,663.00			5
8.14.4	Unbundled Loop, per Circuit				$30.89			5
8.14.5	Subloop, and Shared Distribution Loop, per Circuit				$30.89			5
8.14.6	Line Sharing and Line Splitting, per Circuit				$30.89			5
8.14.7	Unbundled Dedicated Interoffice Transport, per Circuit				$30.89			5
8.14.8	Unbundled Dark Fiber				$30.89			5
8.14.9	Enhanced Extended Loop / Loop MUX Combination, per Circuit				$30.89			5
8.14.10	Loop Splitting, per Circuit				$30.89			5

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.15	Intentionally Left Blank								
8.16	Collocation Decommissioning								
8.16.1	Additional Labor Other, per Half Hour or fraction thereof								
	8.16.1.1	Additional Labor Other - Basic				$28.19			1
	8.16.1.2	Additional Labor Other - Overtime				$37.65			1
	8.16.1.3	Additional Labor Other - Premium				$47.13			1
8.16.2	Additional Dispatch					$123.51			1
8.17	Joint Testing								
8.17.1	Virtual Collocation Maintenance Charge (price contains a one hour set up fee)					$49.08			5
8.17.2	Per half-hour test time fee at the Virtual Collocation Charge					$24.54			5
9.0	Unbundled Network Elements (UNEs)								
9.1	Interconnection Tie Pairs (ITP), per Termination								
9.1.1	DS0								
	9.1.1.1	DS0 2-wire		$1.14			A		
	9.1.1.2	DS0 4-wire		$1.45			A		
9.1.2	DS1 ~~Per each Termination~~			$12.57			A		
9.1.3	DS3 ~~Per each Termination~~			$36.56			A		
9.2	Unbundled Loops								
9.2.1	Analog Loops					See 9.2.4			
	9.2.1.1	2-Wire Voice Grade Loop				~~See Installation options, Section 9.2.4~~			
		9.2.1.1.1	Zone 1	$15.20			#		
		9.2.1.1.2	Zone 2	$16.56			#		
		9.2.1.1.3	Zone 3	$21.77			#		
	9.2.1.2	Intentionally Left Blank							
	9.2.1.3	4-Wire Voice Grade Loop				~~See Installation options, Section 9.2.4~~			
		9.2.1.3.1	Zone 1	$29.82			#		
		9.2.1.3.2	Zone 2	$32.50			#		
		9.2.1.3.3	Zone 3	$42.72			#		
9.2.2	Nonloaded Loops					See 9.2.4			
	9.2.2.1	2-Wire Nonloaded Loop				~~See Installation options, Section 9.2.4 and See also Section 9.2.2.3~~			
		9.2.2.1.1	Zone 1	$15.20			#		
		9.2.2.1.2	Zone 2	$16.56			#		
		9.2.2.1.3	Zone 3	$21.77			#		
	9.2.2.2	Intentionally Left Blank							
	9.2.2.3	4-Wire Nonloaded Loop				~~See Installation options, Section 9.2.4 and See also Section 9.2.2.3~~			
		9.2.2.3.1	Zone 1	$29.82			#		
		9.2.2.3.2	Zone 2	$32.50			#		
		9.2.2.3.3	Zone 3	$42.72			#		
	9.2.2.4	Cable Unloading / Bridge Tap Removal				$58.50			12
9.2.3	Digital Capable Loops								
	9.2.3.1	Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop				See ~~Installation options, Sections 9.2.4 and See also Section 9.2.2.3~~			
		9.2.3.1.1	Zone 1	$15.20			#		
		9.2.3.1.2	Zone 2	$16.56			#		
		9.2.3.1.3	Zone 3	$21.77			#		
	9.2.3.2	Intentionally Left Blank							

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.2.3.3	DS1 Capable Loop				See ~~Installation options, Section~~ 9.2.5			
	9.2.3.3.1	Zone 1	$120.17			#		
	9.2.3.3.2	Zone 2	$120.93			#		
	9.2.3.3.3	Zone 3	$123.65			#		
9.2.3.4	DS3 Capable Loop				See ~~Installation options, Section~~ 9.2.6			
	9.2.3.4.1	Zone 1	$765.48			#		
	9.2.3.4.2	Zone 2	$799.74			#		
	9.2.3.4.3	Zone 3	$1,032.54			#		
	~~OC-n Capable Loop~~				~~See Installation options, Section 9.2.7~~			
	~~OC-3~~			~~$936.15~~				~~1~~
	~~OC-12~~			~~$1,363.89~~				~~1~~
	~~OC-48~~			~~$3,928.32~~				~~1~~
9.2.3.5	Intentionally Left Blank							
9.2.3.6	2-Wire Extension Technology		$21.49					
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.		See 9.2.1, 9.2.2, & 9.2.3.1	~~See related monthly recurring Loop charges above.~~				
9.2.4.1	Basic Installation							
	9.2.4.1.1	First			$55.27			#
	9.2.4.1.2	Each Additional			$48.77			#
9.2.4.2	Basic Installation with Performance Testing							
	9.2.4.2.1	First			$142.10			#
	9.2.4.2.2	Each Additional			$86.61			#
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation ~~(25 or more DS0 Unbundled Loops)~~							
	9.2.4.3.1	First			$171.87			#
	9.2.4.3.2	Each Additional			$94.09			#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation ~~(25 or more DS0 Unbundled Loops)~~							
	9.2.4.4.1	First			$59.81			#
	9.2.4.4.2	Each Additional			$53.32			#
9.2.4.5	Basic Installation with Cooperative Testing							
	9.2.4.5.1	First			$142.10			#
	9.2.4.5.2	Each Additional			$86.61			#
9.2.5	DS1 Loop Installation Charges		See 9.2.3.3	~~See related monthly recurring Loop charges above.~~				
9.2.5.1	Basic Installation							
	9.2.5.1.1	First			$179.80			1
	9.2.5.1.2	Each Additional			$122.82			1
9.2.5.2	Basic Installation with Performance Testing							
	9.2.5.2.1	First			$315.96			1
	9.2.5.2.2	Each Additional			$217.23			1
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.5.3.1	First			$356.55			1
	9.2.5.3.2	Each Additional			$217.23			1
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.5.4.1	First			$189.06			1
	9.2.5.4.2	Each Additional			$132.07			1
9.2.5.5	Basic Installation with Cooperative Testing							
	9.2.5.5.1	First			$315.96			1
	9.2.5.5.2	Each Additional			$217.23			1

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.2.6	DS3 Loop Installation Charges			See 9.2.3.4	~~See related monthly recurring Loop charges above.~~				
	9.2.6.1	Basic Installation							
		9.2.6.1.1	First			$179.80			1
		9.2.6.1.2	Each Additional			$122.82			1
	9.2.6.2	Basic Installation with Performance Testing							
		9.2.6.2.1	First			$315.96			1
		9.2.6.2.2	Each Additional			$217.23			1
	9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.6.3.1	First			$356.55			1
		9.2.6.3.2	Each Additional			$217.23			1
	9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
		9.2.6.4.1	First			$189.06			1
		9.2.6.4.2	Each Additional			$132.07			1
	9.2.6.5	Basic Installation with Cooperative Testing							
		9.2.6.5.1	First			$315.96			1
		9.2.6.5.2	Each Additional			$217.23			1
~~9.2.7~~	~~OC -3, 12, 48 Loop Installation Charges~~				~~See related monthly recurring Loop charges above.~~				
	~~9.2.7.1~~	~~Basic Installation~~							
		~~First~~				~~$179.80~~			~~1~~
		~~Each Additional~~				~~$122.82~~			~~1~~
	~~9.2.7.2~~	~~Basic Installation with Performance Testing~~							
		~~First~~				~~$315.96~~			~~1~~
		~~Each Additional~~				~~$217.23~~			~~1~~
	~~9.2.7.3~~	~~Coordinated Installation with Cooperative Testing~~							
		~~First~~				~~$356.55~~			~~1~~
		~~Each Additional~~				~~$217.23~~			~~1~~
	~~9.2.7.4~~	~~Coordinated Installation without Cooperative Testing~~							
		~~First~~				~~$189.06~~			~~1~~
		~~Each Additional~~				~~$132.07~~			~~1~~
	~~9.2.7.5~~	~~Basic Install with Cooperative Testing~~							
		~~First~~				~~$315.96~~			~~1~~
		~~Each Additional~~				~~$217.23~~			~~1~~
9.2.7	Intentionally Left Blank								
9.2.8	Private Line to Unbundled Loop Conversions					$37.36			1
9.3	**Subloop**								
9.3.1	2-Wire Distribution Loop					~~$112.61~~			~~1~~
	9.3.1.1	First Loop				$112.61			1
	9.3.1.2	Each Additional Loop ~~2-Wire Distribution Loop (applies to both Analog and Nonloaded)~~				$32.32			1
	9.3.1.3	First & Each Additional 2-Wire Distribution Loop (applies to both analog							
		9.3.1.3.1	Zone 1	$10.68			#		
		9.3.1.3.2	Zone 2	$11.64			#		
		9.3.1.3.3	Zone 3	$15.30			#		
9.3.2	Intentionally Left Blank								
~~9.3.2~~ 9.3.3	Intra-Building Cable			$0.52			1		
	9.3.3.1	~~Intra-Building Cable~~ No Dispatch First				$58.18			1
	9.3.3.2	~~Intra-Building Cable~~ No Dispatch Each Additional				$24.27			1
	9.3.3.3	~~Intra-Building Cable~~ Dispatch First				$103.10			1
	9.3.3.4	~~Intra-Building Cable~~ Dispatch Each Additional				$34.29			1
9.3.4	Feeder Loop								
~~9.3.3~~	9.3.4.1	DS1 Capable Feeder Loop				~~$328.85~~			~~1~~
		9.3.4.1.1	First Loop			$328.85			1
		9.3.4.1.2	Each Additional ~~DS1 Capable Feeder Loop~~			$233.25			1

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.3.4.1.3 First & Each Additional DS1 Capable Feeder Loop						
9.3.4.1.3.1 Zone 1	$104.90			#		
9.3.4.1.3.2 Zone 2	$105.66			#		
9.3.4.1.3.3 Zone 3	$108.39			#		
~~9.3.4~~ 9.3.5 MTE Terminal Subloop Access						
9.3.5.1 Subloop MTE - POI Site Inventory (per inventory)			$135.07			1
9.3.5.2 MTE - POI Rearrangement of Facilities			ICB			3
9.3.5.3 MTE - POI Construction of New SPOI	ICB			3		
~~9.3.5~~ 9.3.6 ~~Trouble Isolation Charge~~ Intentionally Left Blank			~~See MSC Charges~~			
9.3.7 Field Connection Point						
~~9.3.6~~ 9.3.7.1 Feasibility Fee/Quote Preparation Fee			$1,343.90			1
9.3.8 Intentionally Left Blank						
9.3.9 Intentionally Left Blank						
9.3.10 Intentionally Left Blank						
9.3.11 Intentionally Left Blank						
~~9.3.7~~ 9.3.12 Construction Fee	ICB		ICB	3		3
~~9.4 Line Sharing~~						
9.4 Shared Services						
9.4.1 Shared Loop~~, per Loop~~	~~$0.00~~		~~$37.27~~		~~# and 10~~	
9.4.1.1 Grandfathered Shared Loop, per Loop, **Orders Received Prior to 10/2/03**	$0.00		$37.27	#		1
9.4.1.2 Shared Loop, per Loop, **Orders Received 10/2/03 - 10/1/04**						
9.4.1.2.1 Shared Loop, Initial Rates	$0.00			13		
9.4.1.2.2 Shared Loop, per Loop 10/-2/03 - 10/1/04	$3.80			14		
9.4.1.2.3 Shared Loop, per Loop 10/-2/04 - 10/1/05	$7.60			14		
9.4.1.2.4 Shared Loop, per Loop 10/-2/05 - 10/1/06	$11.40			14		
9.4.2 UNE - P Line Splitting						
9.4.2.1 Basic Installation Charge for UNE-P Line Splitting			$37.27			1
9.4.3 Loop Splitting						
9.4.3.1 Basic Installation Charge for Loop Splitting			$37.27			1
9.4.4 ~~9.4.2~~ OSS, per Order	$3.21			1		
9.4.5 ~~9.4.3~~ Reclassification Charge			ICB			3
9.4.6 ~~9.4.4~~ Splitter Shelf Charge	$4.39		$532.56	1		1
9.4.7 ~~9.4.5~~ Splitter TIE Cable Connections						
9.4.7.1 Splitter in the Common Area -- Data to 410 block	$5.19		$2,804.98	1		1
9.4.7.2 Splitter in the Common Area -- Data direct to CLEC	$5.52		$2,981.61	1		1
9.4.7.3 Splitter on the IDF - Data to 410 block	$1.58		$853.16	1		1
9.4.7.4 Splitter on the IDF - Data direct to CLEC	$3.11		$1,679.72	1		1
9.4.7.5 Splitter on the MDF - Data to 410 block	$1.63		$882.73	1		1
9.4.7.6 Splitter on the MDF - Data direct to CLEC	$3.69		$1,991.96	1		1
9.4.8 ~~9.4.6~~ Engineering			$1,300.49			1
9.5 Network Interface Device (NID)			$58.58			A
9.6 Unbundled Dedicated Interoffice Transport (UDIT)						
9.6.1 DS0 UDIT			$276.13			1
9.6.1.1 ~~DS0~~ Over 0 to 8 Miles	$17.14	$0.09		A	A	
9.6.1.2 ~~DS0~~ Over 8 to 25 Miles	$17.12	$0.12		A	A	
9.6.1.3 ~~DS0~~ Over 25 to 50 Miles	$17.13	$0.11		A	A	
9.6.1.4 ~~DS0~~ Over 50 Miles	$17.14	$0.07		A	A	
9.6.2 DS1 UDIT			$321.82			1
9.6.2.1 ~~DS1~~ Over 0 to 8 Miles	$34.75	$0.95		A	A	
9.6.2.2 ~~DS1~~ Over 8 to 25 Miles	$34.76	$1.82		A	A	
9.6.2.3 ~~DS1~~ Over 25 to 50 Miles	$34.76	$1.77		A	A	

Exhibit A
South Dakota*

		Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	9.6.2.4 ~~DS1~~ Over 50 Miles	$34.75	$1.23		A	A	
9.6.3	DS3 UDIT			$321.82			1
	9.6.3.1 ~~DS3~~ Over 0 to 8 Miles	$236.22	$10.43		A	A	
	9.6.3.2 ~~DS3~~ Over 8 to 25 Miles	$236.53	$10.83		A	A	
	9.6.3.3 ~~DS3~~ Over 25 to 50 Miles	$236.71	$9.91		A	A	
	9.6.3.4 ~~DS3~~ Over 50 Miles	$243.94	$24.44		A	A	
9.6.4	Intentionally Left Blank ~~OC-3 UDIT~~			~~$321.82~~			~~1~~
	~~OC-3 Over 0 to 8 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
	~~OC-3 Over 8 to 25 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
	~~OC-3 Over 25 to 50 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
	~~OC-3 Over 50 Miles~~	~~$762.78~~	~~$68.44~~				~~1~~
9.6.5	Intentionally Left Blank ~~OC-12 UDIT~~			~~$321.82~~			~~1~~
	~~OC-12 Over 0 to 8 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
	~~OC-12 Over 8 to 25 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
	~~OC-12 Over 25 to 50 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
	~~OC-12 Over 50 Miles~~	~~$2,163.94~~	~~$141.97~~				~~1~~
9.6.6	Intentionally Left Blank ~~OC-48 UDIT~~			~~$321.82~~			~~1~~
	~~OC-48 Over 0 to 8 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
	~~OC-48 Over 8 to 25 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
	~~OC-48 Over 25 to 50 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
	~~OC-48 Over 50 Miles~~	~~$4,418.64~~	~~$363.55~~				~~1~~
9.6.7	UDIT DS0 Channel Performance						
	9.6.7.1 DS0 UDIT Low Side Channelization	$14.76			1		
	9.6.7.2 DS1 / DS0 Low Side Channelization	$8.42		$206.94	1		1
9.6.8	Multiplexing (Stand Alone)						
	9.6.8.1 DS1 to DS0	$181.28		$280.77	A		A
	9.6.8.2 DS3 to DS1	$298.66		$3,011.44	1		1
9.6.9	Intentionally Left Blank ~~Extended Unbundled Dedicated Interoffice Transport~~						
	~~DS1 E-UDIT~~		~~$82.59~~	~~$381.24~~			~~1~~
	~~DS3 E-UDIT~~		~~$336.99~~	~~$381.24~~			~~1~~
	~~OC-3 E-UDIT~~		~~$936.15~~	~~$381.24~~			~~1~~
	~~OC-12 E-UDIT~~		~~$1,363.89~~	~~$381.24~~			~~1~~
	~~OC-48 E-UDIT~~		~~$3,928.32~~	~~$381.24~~			~~1~~
9.6.10	Intentionally Left Blank						
~~9.6.10~~ 9.6.11	UDIT Rearrangement						
	9.6.11.1 DS0 Single Office			$169.61			1
	9.6.11.2 DS0 Dual Office			$213.10			1
	9.6.11.3 UDIT High Capacity Rearrangement, Single Office			$232.73			1
	9.6.11.4 UDIT High Capacity Rearrangement, Dual Office			$260.79			1
9.7	**Unbundled Dark Fiber (UDF)**						
~~9.7.1~~	~~UDF Interoffice Facility (IOF) – Single Strand~~						
	~~Order Charge, Per First Strand / Route / Order~~			~~$535.56~~			~~1~~
	~~Order Charge, Each Additional Strand / Same Route~~			~~$276.19~~			~~1~~
	~~Termination, Fixed Per Strand / Office~~		~~$4.82~~				~~1~~
	~~Fiber Transport, Per Mile / Strand~~		~~$56.40~~				~~1~~
	~~Fiber Cross Connect Per Strand / Office~~		~~$2.59~~				~~1~~
	~~UDF Loop Charges – Single Strand~~						
	~~Order Charge, Per First Strand / Route / Order~~			~~$535.86~~			~~1~~
	~~Order Charge, Each Additional Strand / Same Route~~			~~$276.19~~			~~1~~
	~~Termination, Fixed Per Strand / Office~~		~~$4.82~~				~~1~~
	~~Termination, Fixed Per Strand / Prem~~		~~$3.63~~				~~1~~
	~~Fiber Loop, Per Route / Strand~~		~~$158.39~~				~~1~~
	~~Fiber Cross Connect Per Strand / Office~~		~~$2.59~~				~~1~~
	~~Extended Unbundled Dark Fiber (E-UDF) – Single Strand~~						
	~~Order Charge, Per First Strand / Route / Order~~			~~$535.86~~			~~1~~
	~~Order Charge, Each Additional Strand / Same Route~~			~~$276.19~~			~~1~~
	~~Termination, Fixed Per Strand / Office~~		~~$4.82~~				~~1~~
	~~Termination, Fixed Per Strand / Prem~~		~~$3.63~~				~~1~~
	~~Fiber Loop, Per Route / Strand~~		~~$158.39~~				~~1~~
	~~Fiber Cross Connect Per Strand / Office~~		~~$2.59~~				~~1~~
~~9.7.2~~ 9.7.1	Initial Records Inquiry (IRI)						
	9.7.1.1 Simple			$256.27			1
	9.7.1.2 Complex			$300.84			1

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
~~9.7.3~~ 9.7.2	Field Verification and Quote Preparation (FVQP)					$1,025.51			1
~~9.7.4~~ 9.7.3	Field Verification (Engineering Verification)					$352.26			1
9.7.4	UDF - Single Strand								
	9.7.4.1	UDF-Interoffice Facility (IOF) - Single Strand							
		9.7.4.1.1	Order Charge, per First Strand / Route / Order			$535.56			1
		9.7.4.1.2	Order Charge, Each Additional Strand / Same Route			$276.19			1
		9.7.4.1.3	Fiber Transport, per Strand / Mile	$56.40			1		
		9.7.4.1.4	Termination, Fixed per Strand / Office	$4.82			1		
		9.7.4.1.5	Fiber Cross-Connect per Strand / Office	$2.59			1		
	9.7.4.2	UDF-Loop Charges - Single Strand							
		9.7.4.2.1	Order Charge, per First Strand / Route / Order			$535.86			1
		9.7.4.2.2	Order Charge, Each Additional Strand / Same Route			$276.19			1
		9.7.4.2.3	Fiber Loop, per Route / Strand	$158.39			1		
		9.7.4.2.4	Termination, Fixed per Strand / Office	$4.82			1		
		9.7.4.2.5	Termination, Fixed per Strand / Premise	$3.63			1		
		9.7.4.2.6	Fiber Cross-Connect per Strand / Office	$2.59			1		
9.7.5	UDF - per Pair								
~~9.7.5~~	9.7.5.1	UDF-IOF Charges							
		9.7.5.1.1	Order Charge per Route / Order			$535.86			1
		9.7.5.1.2	Order Charge, Each. Additional / Same Route			$276.19			1
		9.7.5.1.3	Fiber Transport, per Mile / Pair	$73.32			1		
		9.7.5.1.4	Termination, Fixed per Office	$10.19			1		
		~~Fiber Transport, per Mile/Pair~~		~~$73.32~~					~~1~~
		9.7.5.1.5	Fiber Cross-Connect per Pair/Office	$5.18		$21.90	1		1
~~9.7.6~~	9.7.5.2	UDF-Loop Charges							
		9.7.5.2.1	Order Charge per Route / Order			$535.86			1
		9.7.5.2.2	Order Charge, Each. Additional / Same Route			$276.19			1
		9.7.5.2.3	Fiber Loop, per Pair / Route~~, per Pair~~	$205.91			1		
		9.7.5.2.4	Termination, Fixed, per Office	$9.95			1		
		9.7.5.2.5	Termination, Fixed, per Premise	$7.49			1		
		~~Fiber Loop, per Route/Per Pair~~		~~$205.91~~					~~1~~
		9.7.5.2.6	Fiber Cross-Connect, per Office	$5.18		$21.90	1		1
~~9.7.7~~	9.7.5.3	Intentionally Left Blank ~~Extended Unbundled Dark Fiber (E-UDF)~~							
		~~Order Charge per Route/Order~~				~~$535.86~~			~~1~~
		~~Order Charge each. Addl. Same Route~~				~~$276.19~~			~~1~~
		~~Termination, Fixed Per Office~~		~~$9.95~~					~~1~~
		~~Termination, Fixed Per Prem~~		~~$7.49~~					~~1~~
		~~Fiber Loop, per Route/Per Pair~~		~~$205.91~~					~~1~~
		~~Fiber Cross Connect Per Office~~		~~$5.18~~		~~$21.90~~			~~1~~
~~9.7.8~~ 9.7.6	Dark Fiber Splice					$673.51			1
9.8	**Shared Transport**								
9.8.1	Per Minute of Use - TELRIC Based Rate			$0.00138786			5		
9.9	**Unbundled Customer Controlled Rearrangement Element (UCCRE)**								
9.9.1	DS1 Port			ICB		ICB	3		3
9.9.2	DS3 Port			ICB		ICB	3		3
9.9.3	Dial Up Access			ICB			3		
9.9.4	Attendant Access			ICB			3		
9.9.5	Virtual Ports					ICB	3		3
9.10	**Intentionally Left Blank ~~Local Tandem Switching~~**								
~~9.10.1~~	~~DS1 Local Message Trunk Port~~					~~$224.45~~			~~1~~
~~9.10.2~~	~~Trunk Group – First Trunk~~					~~$219.27~~			~~1~~
~~9.10.3~~	~~Message Trunk Group – Each Additional Trunk~~					~~$24.88~~			~~1~~
~~9.10.4~~	~~Per Minute of Use~~				~~$0.000690~~				~~#~~
9.11	**Local Switching**								
9.11.1	Ports ~~Local Switching – TELRIC Based Rates~~								
	9.11.1.1	Analog Line Side Port							
		9.11.1.1.1	First Port ~~Analog Line Side Port, First Port, Including Features~~	$1.84		$101.15	A		A
		9.11.1.1.2	Each Additional Port ~~Analog Line Side Port, Each Add'l, Including Features~~	$1.84		$54.43	A		A
	9.11.1.2	Digital Line Side Port (Supporting BRI ISDN)							
		9.11.1.2.1	First Port	$11.65		$237.87	1		1
		9.11.1.2.2	Each Additional Port	$11.65		$237.87	1		1

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.11.1.3	Digital Trunk Ports							
9.11.1.3.1	PBX / DID Trunk Port, per DS0		$4.10		$213.24	1		1
9.11.1.4	DS0 Analog Trunk Port							
9.11.1.4.1	First Port		$21.97		$127.02	1		1
9.11.4.1.2	Each Additional Port		$21.97		$30.98	1		1
9.11.1.5	Local Usage, Per Minute of Use		$0.000702			#		
9.11.2	Vertical Features							
9.11.2.1	**Basic Features**					6		
		~~10XXX Direct Dialed Blocking~~		~~$0.0000~~				~~1~~
	9.11.2.1.2	Account Codes - per system		~~$0.0000~~	$81.28			1
	9.11.2.1.3	Attendant Access Line, per Station Line		~~$0.0000~~	$1.17			1
	9.11.2.1.4	Audible Message Waiting		~~$0.0000~~	$1.03			1
	9.11.2.1.5	Authorization Codes, per system		~~$0.0000~~	$243.08			1
		~~Auto Callback~~		~~$0.0000~~				~~1~~
	9.11.2.1.7	Automatic Line, per Station Line		~~$0.0000~~	$0.35			1
	9.11.2.1.8	Automatic Route Selection, Common Equipment, per System		~~$0.0000~~	$2,132.83			1
		~~Blocking of pay per call services~~		~~$0.0000~~				~~1~~
		~~Bridging~~		$0.0000				~~1~~
	9.11.2.1.11	Call Drop		~~$0.0000~~	$0.35			1
	9.11.2.1.12	Call Exclusion, Automatic		~~$0.0000~~	$1.03			1
	9.11.2.1.13	Call Exclusion, Manual		~~$0.0000~~	$0.68			1
		~~Call Forward Don't Answer All Calls~~		$0.0000				~~1~~
	9.11.2.1.15	Call Forwarding Incoming Only		~~$0.0000~~	$38.52			1
		~~Call Forwarding Intra-Group Only~~		$0.0000				~~1~~
		~~Call Forwarding Variable Remote~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (Expanded)~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (External)~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (External) Don't Answer~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (Overflow)~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (Overflow) Don't Answer~~		$0.0000				~~1~~
		~~Call Forwarding: Busy Line (Programmable)~~		$0.0000				~~1~~
	9.11.2.1.24	Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment			$38.52			1
	9.11.2.1.25	Call Forwarding Don't Answer / Call Forward Busy, Customer Programmable, per Line			$1.03			1
		~~Call Forwarding: Busy Line/Don't Answer (Expanded)~~		$0.0000				~~1~~
		~~Call Forwarding: Don't Answer~~		$0.0000				~~1~~
		~~Call Forwarding: Don't Answer (Expanded)~~		$0.0000				~~1~~
		~~Call Forwarding: Don't Answer (Programmable)~~		$0.0000				~~1~~
		~~Call Forwarding: Variable~~		$0.0000				~~1~~
		~~Call Forwarding: Variable - no call complete option~~		$0.0000				~~1~~
		~~Call Hold~~		$0.0000				~~1~~
		~~Call Hold/3-Way/Call Transfer~~		$0.0000				~~1~~
		~~Call Park (Basic Store & Retrieve)~~		$0.0000				~~1~~
		~~Call Pickup~~		$0.0000				~~1~~
		~~Call Transfer~~		$0.0000				~~1~~
		~~Call Waiting Dial Originating~~		$0.0000				~~1~~
	9.11.2.1.38	Call Waiting Indication, per timing state		~~$0.0000~~	$1.03			1
		~~Call Waiting Originating~~		$0.0000				~~1~~
		~~Call Waiting Terminating All Calls~~		$0.0000				~~1~~
		~~Call Waiting Terminating Incoming Only~~		$0.0000				~~1~~
		~~Call Waiting/ Cancel Call Waiting~~		$0.0000				~~1~~
	9.11.2.1.43	Centrex Common Equipment			$1,225.34			1
		~~Centrex Plus DID numbers per number~~		$0.0000				~~1~~
		~~Centrex Plus to Centrex Plus~~		$0.0000				~~1~~
		~~Centrex Plus to IC Carrier~~		$0.0000				~~1~~
		~~Centrex Plus to PBX/Key Blocked~~		$0.0000				~~1~~
		~~Centrex Plus to PBX/Key Non-Blocked~~		$0.0000				~~1~~
		~~CFBL All Calls~~		$0.0000				~~1~~
		~~CFBL Incoming Only~~		$0.0000				~~1~~
		~~CFDA Incoming Only~~		$0.0000				~~1~~
		~~CLASS Anonymous Call Rejection~~		$0.0000				~~1~~
		~~CLASS Call Waiting ID~~		$0.0000				~~1~~
		~~CLASS Calling Name & Number~~		$0.0000				~~1~~
		~~CLASS Calling Number Delivery~~		$0.0000				~~1~~
		~~CLASS Calling Number Delivery Blocking~~		$0.0000				~~1~~
	9.11.2.1.57	CLASS - Continuous Redial		~~$0.0000~~	$1.28			1
	9.11.2.1.58	CLASS - Last Call Return		~~$0.0000~~	$1.29			1
	9.11.2.1.59	CLASS - Priority Calling		~~$0.0000~~	$1.22			1
	9.11.2.1.60	CLASS - Selective Call Forwarding		~~$0.0000~~	$1.28			1

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	9.11.2.1.61	CLASS - Selective Call Rejection		~~$0.0000~~	$1.22			1
		~~Custom Ringing First Line (Short/Long/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing First Line (Short/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing First Line (Short/Short/Long)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Second Line (Short/Long/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Second Line (Short/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Second Line (Short/Short/Long)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Third Line (Short/Long/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Third Line (Short/Short)~~		~~$0.0000~~				~~1~~
		~~Custom Ringing Third Line (Short/Short/Long)~~		~~$0.0000~~				~~1~~
		~~Data Call Protection (DMS 100)~~		~~$0.0000~~				~~1~~
	9.11.2.1.72	Direct Station Select / Busy Lamp Field, per Arrangement		~~$0.0000~~	$0.35			1
	9.11.2.1.73	Directed Call Pickup with Barge-in		~~$0.0000~~	$20.48			1
	9.11.2.1.74	Directed Call Pickup without Barge-in		~~$0.0000~~	$20.48			1
	9.11.2.1.75	Distinctive Ring/Distinctive Call Waiting		~~$0.0000~~	$40.95			1
		~~Distinctive Ringing~~		~~$0.0000~~				~~1~~
		~~EBS - Set Interface - per station line~~		~~$0.0000~~				~~1~~
		~~Executive Busy Override~~		~~$0.0000~~				~~1~~
	9.11.2.1.79	Expensive Route Warning Tone- per system		~~$0.0000~~	$73.05			1
	9.11.2.1.80	Facility Restriction Level, per system		~~$0.0000~~	$44.94			1
		~~Feature Display~~		~~$0.0000~~				~~1~~
	9.11.2.1.82	Group Intercom- per Line		~~$0.0000~~	$0.46			1
	9.11.2.1.83	Hot Line, per Line		~~$0.0000~~	$1.03			1
		~~Hunting: Multiposition Circular Hunting~~		~~$0.0000~~				~~1~~
	9.11.2.1.85	Hunting: Multiposition Hunt Queuing, per Group		~~$0.0000~~	$39.20			1
	9.11.2.1.86	Hunting: Multiposition Series Hunting		~~$0.0000~~				1
	9.11.2.1.87	Hunting: Multiposition with Announcement in Queue		~~$0.0000~~	$39.20			1
	9.11.2.1.88	Hunting: Multiposition with Music in Queue		~~$0.0000~~	$41.39			1
		~~Incoming Calls Barred~~		~~$0.0000~~				~~1~~
		~~International Direct Dial Blocking~~		~~$0.0000~~				~~1~~
	9.11.2.1.91	ISDN Short Hunt		~~$0.0000~~	$1.73			1
		~~Line Side Answer Supervision~~		~~$0.0000~~				~~1~~
	9.11.2.1.93	Loudspeaker Paging, per trunk Group		~~$0.0000~~	$179.33			1
	9.11.2.1.94	Make Busy Arrangements, per Group		~~$0.0000~~	$0.68			1
	9.11.2.1.95	Make Busy Arrangements, per Line		~~$0.0000~~	$0.68			1
	9.11.2.1.96	Message Center, per main Station Line		~~$0.0000~~	$0.35			1
		~~Message Waiting Indication Audible/Visual~~		~~$0.0000~~				~~1~~
	9.11.2.1.98	Message Waiting Visual, per Line		~~$0.0000~~	$0.35			1
	9.11.2.1.99	Music On Hold, per system		~~$0.0000~~	$23.50			1
		~~Network Speed Call~~		~~$0.0000~~				~~1~~
		~~Night Service Arrangement~~		~~$0.0000~~				~~1~~
		~~Outgoing Calls Barred~~		~~$0.0000~~				~~1~~
		~~Outgoing Trunk Queuing~~		~~$0.0000~~				~~1~~
	9.11.2.1.104	Privacy Release, per Station Line		~~$0.0000~~	$0.48			1
	9.11.2.1.105	Query Time, per Station Line		~~$0.0000~~	$0.35			1
		~~Speed Calling 1 Digit Controller~~		~~$0.0000~~				~~1~~
		~~Speed Calling 1 Digit User~~		~~$0.0000~~				~~1~~
		~~Speed Calling 1# List Individual~~		~~$0.0000~~				~~1~~
		~~Speed Calling 2 Digit Controller~~		~~$0.0000~~				~~1~~
		~~Speed Calling 2 Digit User~~		~~$0.0000~~				~~1~~
		~~Speed Calling 2# List Individual~~		~~$0.0000~~				~~1~~
		~~Speed Calling 30 Number~~		~~$0.0000~~				~~1~~
		~~Speed Calling 8 Number~~		~~$0.0000~~				~~1~~
	9.11.2.1.114	Station Camp-On Service, per main Line, per Line		~~$0.0000~~	$0.35			1
		~~Station Message Detail Recording (SMDR)~~		~~$0.0000~~				~~1~~
		~~Three Way Calling~~		~~$0.0000~~				~~1~~
		~~Time and Date Display~~		~~$0.0000~~				~~1~~
	9.11.2.1.118	Time of Day Control for ARS, per system		~~$0.0000~~	$127.82			1
	9.11.2.1.119	Time of Day NCOS Update		~~$0.0000~~	$0.55			1
	9.11.2.1.120	Time of Day Routing, per Line		~~$0.0000~~	$0.52			1
		~~Toll Restriction Service~~		~~$0.0000~~				~~1~~
		~~Trunk Answer Any Station~~		~~$0.0000~~				~~1~~
	9.11.2.1.123	Trunk Verification from Designated Station		~~$0.0000~~	$0.40			1
	9.11.2.1.124	UCD in hunt Group, per Line		~~$0.0000~~	$0.68			1
		~~UCD with Music After Delay~~		~~$0.0000~~				~~1~~
	9.11.2.1.126	SMDR-P - Service Establishment Charge, Initial Installation		~~$0.0000~~	$344.67			1
	9.11.2.1.127	SMDR-P - Archived Data		~~$0.0000~~	$180.10			1
9.11.2.2	**Additional Premium Features**							
	9.11.2.2.1	CMS, System Establishment, Initial Installation			$987.00			1
	9.11.2.2.2	CMS, System Establishment, Subsequent Installation			$493.50			1
	9.11.2.2.3	CMS, Packet Control Capacity, per System			$493.50			1
	9.11.2.2.4	Conference Calling, Meet Me			$43.15			1
	9.11.2.2.5	Conference Calling, Preset			$43.15			1

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.11.2.2.6 Conference Calling, Station Dial			$46.36			1
9.11.2.3 CLASS Call Trace, per attempt			$1.48			1
9.11.3 Subsequent Order Charge			$13.78			1
~~9.11.4 Digital Line Side Port (Supporting BRI ISDN)~~						
~~9.11.4.1 First Port~~		~~$11.65~~	~~$237.87~~			~~1~~
~~9.11.4.2 Each Additional Port~~		~~$11.65~~	~~$237.87~~			~~1~~
~~9.11.5 Digital Trunk Ports~~						
~~DS1 Local Message Trunk Port~~		~~$88.32~~	~~$224.45~~			~~1~~
~~Message Trunk Group, First Trunk~~			~~$174.20~~			~~1~~
~~Message Trunk Group, Each Additional~~			~~$48.63~~			~~1~~
~~DS1 PRI ISDN Trunk Port~~		~~$196.24~~	~~637.09~~			~~1~~
~~DS1 / DID Trunk Port~~		~~$4.10~~	~~213.24~~			~~1~~
~~9.11.6 DS0 Analog Trunk Port~~						
~~9.11.6.1 First Port~~		~~$21.97~~	~~$127.02~~			~~1~~
~~9.11.6.2 Each Additional~~		~~$21.97~~	~~$30.98~~			~~1~~
~~9.11.7 Local Usage, per Minute of Use~~		~~$0.000702~~				~~#~~
~~9.12~~ 9.11.4 Local Switching - Market Based Rates	Available on in Zone 1 Wire Centers					
~~9.13~~ 9.12 Customized Routing						
~~9.13.1~~ 9.12.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			$320.87			1
~~9.13.2~~ 9.12.2 Installation Charge, per Switch – Directory Assistance or Operator Service Routing			$235.05			1
~~9.13.3~~ 9.12.3 All Other Custom Routing	ICB		ICB	3		3
~~9.14 9.13 Common Channel Signaling/SS7~~ Intentionally Left Blank						
~~9.14.1 CCSAC STP Port~~		~~$275.60~~	~~$407.00~~			~~1~~
~~9.14.2 CCSAC Options Activation Charge~~						
~~Basic Translations~~						
~~First Activation, per Order~~			~~$116.79~~			~~1~~
~~Each Additional Activation, per Order~~			~~$9.73~~			~~1~~
~~CCSAC Options Database Translations~~						
~~First Activation per order~~			~~$136.24~~			~~1~~
~~Each additional Activation per order~~			~~$58.36~~			~~1~~
~~9.14.3 Signal Formulation, ISUP, Per Call Set Up Request~~		~~$0.0006722~~				~~1~~
~~9.14.4 Signal Transport, ISUP, Per Call Set Up Request~~		~~$0.0002161~~				~~1~~
~~9.14.5 Signal Transport, TCAP, per Data Request~~		~~$0.0000239~~				~~1~~
~~9.14.6 Signal Switching, ISUP, Per Call Set Up Request~~		~~$0.0010794~~				~~1~~
~~9.14.7 Signal Switching, TCAP, Per Data Request~~		~~$0.0008921~~				~~1~~
~~9.15 Advanced Intelligent Network (AIN)~~						
~~9.15.1 AIN Customized Services (ACS)~~			~~ICB~~			~~3~~
~~9.15.2 AIN Platform Access (APA)~~		~~ICB~~	~~ICB~~			~~3~~
~~9.15.3 AIN Query Processing, per Query~~		~~ICB~~				~~3~~
~~9.16 Line Information Database (LIDB)~~						
~~9.16.1 LIDB Storage~~			~~No Charge~~			
~~9.16.2 Line Validation Administration System Access (LVAS)~~						
~~LIDB/ICNAM Line Record Initial Load~~						
~~Up to 20,000 Line Records~~			~~$2,601.00~~			~~1~~
~~Over 20,000 Line Records~~			~~ICB~~			~~3~~
~~Mechanized Service Account Update, per Addition or Update Processed~~			~~ICB~~			~~3~~
~~Individual Line Record Audit~~			~~ICB~~			~~3~~
~~Account Group Audit~~			~~ICB~~			~~3~~
~~Expedited Request Charge for Manual Updates~~			~~ICB~~			~~3~~
~~9.16.3 LIDB Query Service, per Query~~		~~$0.0009184~~				~~1~~
~~9.16.4 Fraud Alert Notification, per Alert~~		~~No Charge~~				
~~9.17 8XX Database Query Service~~						

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
~~9.17.1~~	~~Basic Query, per Query~~			~~$0.02080300~~				~~1~~
~~9.17.2~~	~~POTS Translation~~			~~$0.00000183~~				~~1~~
~~9.17.3~~	~~Call Handling & Destination Feature~~			~~$0.00000061~~				~~1~~
~~9.18~~	~~ICNAM, Per Query~~			~~$0.0008260~~				~~1~~
9.14	Intentionally Left Blank							
9.15	Intentionally Left Blank							
9.16	Intentionally Left Blank							
9.17	Intentionally Left Blank							
9.18	Intentionally Left Blank							
9.19	Construction Charges			~~ICB~~	~~ICB~~			~~3~~
9.19.1	CLEC Requested UNE Construction (CRUNEC)							
~~Unbl Dark Fiber QPF~~					~~$976.31~~			~~5~~
	9.19.1.1	Unbundled Dark Fiber Quote Preparation Fee			$1,584.90			5
	9.19.1.2	Subloop Quote Preparation Fee			$1,584.90			5
	9.19.1.3	Unbundled Loop Quote Preparation Fee			$1,584.90			5
	9.19.1.4	Loop MUX Combo Quote Preparation Fee			$1,584.90			5
	9.19.1.5	EEL Quote Preparation Fee			$1,584.90			5
	9.19.1.6	UDIT Quote Preparation Fee			$1,584.90			5
9.19.2	Construction of Network Capacity Facilities or Space for Access to or use of UNEs		ICB		ICB	3		3
9.20	Miscellaneous Charge							
~~* Per 1/2 hour or fraction thereof~~								
9.20.1	Additional Engineering, per Half Hour or fraction thereof							
*	9.20.1.1	Additional Engineering – Basic			$32.34			1
*	9.20.1.2	Additional Engineering – Overtime			$40.00			1
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof							
*	9.20.2.1	Additional Labor Installation – Overtime			$9.19			1
*	9.20.2.2	Additional Labor Installation – Premium			$18.39			1
9.20.3	Additional Labor Other, per Half Hour or fraction thereof							
*	9.20.3.1	Additional Labor Other – Basic			$28.19			1
*	9.20.3.2	Additional Labor Other – Overtime			$37.65			1
*	9.20.3.3	Additional Labor Other – Premium			$47.13			1
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof							
*	9.20.4.1	Testing and Maintenance – Basic			$29.95			1
*	9.20.4.2	Testing and Maintenance – Overtime			$40.00			1
*	9.20.4.3	Testing and Maintenance – Premium			$50.06			1
9.20.5	Maintenance of Service, per Half Hour or fraction thereof							
*	9.20.5.1	Maintenance of Service – Basic			$28.19			1
*	9.20.5.2	Maintenance of Service – Overtime			$37.65			1
*	9.20.5.3	Maintenance of Service – Premium			$47.13			1
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof							
*	9.20.6.1	Additional Cooperative Acceptance Testing – Basic			$29.95			1
*	9.20.6.2	Additional Cooperative Acceptance Testing – Overtime			$40.00			1
*	9.20.6.3	Additional Cooperative Acceptance Testing – Premium			$50.06			1
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof							
*	9.20.7.1	Nonscheduled Cooperative Testing - Basic			$29.95			1
*	9.20.7.2	Nonscheduled Cooperative Testing – Overtime			$40.00			1
*	9.20.7.3	Nonscheduled Cooperative Testing – Premium			$50.06			1
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof							
*	9.20.8.1	Nonscheduled Manual Testing – Basic			$29.95			1
*	9.20.8.2	Nonscheduled Manual Testing – Overtime			$40.00			1
*	9.20.8.3	Nonscheduled Manual Testing – Premium			$50.06			1
9.20.9	Cooperative Scheduled Testing							
	9.20.9.1	Cooperative Scheduled Testing - Loss	$0.08			1		
	9.20.9.2	Cooperative Scheduled Testing - C Message Noise	$0.08			1		
	9.20.9.3	Cooperative Scheduled Testing - Balance	$0.34			1		
	9.20.9.4	Cooperative Scheduled Testing - Gain Slope	$0.08			1		
	9.20.9.5	Cooperative Scheduled Testing - C Notched Noise	$0.08			1		
9.20.10	Manual Scheduled Testing							

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.20.10.1	Manual Scheduled Testing - Loss		$0.17			1		
9.20.10.2	Manual Scheduled Testing -C- Message Noise		$0.17			1		
9.20.10.3	Manual Scheduled Testing - Balance		$0.68			1		
9.20.10.4	Manual Scheduled Testing - Gain Slope		$0.17			1		
9.20.10.5	Manual Scheduled Testing - C Notched Noise		$0.17			1		
9.20.11	Additional Dispatch				$123.51			1
9.20.12	Date Change				$48.14			1
9.20.13	Design Change				$105.34			1
9.20.14	Expedite Charge				ICB			3
9.20.15	Cancellation Charge				ICB			3
9.21	**Channel Regeneration**							
9.21.1	DS1 ~~Regeneration~~		~~$12.21~~ $0.00		~~$311.69~~ $0.00	11		11
9.21.2	DS3 ~~Regeneration~~		~~$12.21~~ $0.00		~~$311.69~~ $0.00	11		11
9.22	**~~Reserved for future use~~ Intentionally Left Blank**							
9.23	**UNE Combinations**							
9.23.1	Intentionally Left Blank							
~~9.23.1~~	~~UNE - P Line Splitting~~							
		~~Basic Installation Charge for UNE-P Line Splitting~~			~~$37.27~~			~~1~~
9.23.2	UNE-P Conversion Nonrecurring Charges							
9.23.2.1	UNE-P POTS, CENTREX, Analog PBX Trunks, Mechanized							
9.23.2.1.1	First				$0.69			1
9.23.2.1.2	Each Additional				$0.14			1
9.23.2.2	UNE-P POTs, Centrex, PAL, Analog PBX, Manual							
9.23.2.2.1	First				$16.54			1
9.23.2.2.2	Each Additional				$2.76			1
9.23.2.3	UNE-P PBX DID Trunks							
9.23.2.3.1	First				$30.09			1
9.23.2.3.2	Each Additional				$2.82			1
9.23.2.4	UNE-P ISDN BRI							
9.23.2.4.1	First				$31.97			1
9.23.2.4.2	Each Additional				$2.82			1
	~~UNE-P ISDN PRI, DSS per DS1 Facility~~				~~$28.15~~			~~1~~
	~~UNE-P ISDN PRI, DSS - per Trunk~~							
	~~First~~				~~$30.09~~			~~1~~
	~~Each Additional~~				~~$2.82~~			~~1~~
9.23.3	UNE-P New Connection Nonrecurring Charges							
9.23.3.1	UNE-P POTS Centrex, Analog PBX Trunks, Mechanized							
9.23.3.1.1	First				$56.44			1
9.23.3.1.2	Each Additional				$16.19			1
9.23.3.2	UNE-P POTs, Centrex, PAL, Analog PBX, Manual							
9.23.3.2.1	First				$83.78			1
9.23.3.2.2	Each Additional				$18.81			1
9.23.3.3	UNE - P PBX DID, per Trunk				$165.26			1
9.23.3.4	UNE - P ISDN BRI				$317.33			1
	~~UNE - P Trunks~~							
	~~DSS Basic Trunk - In Only, Out Only, or Two Way~~				~~$80.68~~			~~1~~
	~~DSS, ISDN PRI Adv. Trunk - In only w/DID & Hunting, or 2 Way w/DID, Hunting & Answer Sup'v~~				~~$79.85~~			~~1~~
	~~DSS, ISDN PRI Adv. Trunk - Out Only w/Answer Sup'v~~				~~$81.10~~			~~1~~
9.23.4	Miscellaneous - DID Trunks							
9.23.4.1	Complex Translations Digits Outpulsed Change Signaling				$14.59			1
9.23.4.2	DID Complex Translations Signaling Change				$34.05			1
9.23.4.3	DID Block Compromise				$25.69			1
9.23.4.4	DID Group of 20 Numbers				$34.18			1
9.23.4.5	DID Reserve Sequential # Block				$25.54			1
9.23.4.6	DID Reserve Nonsequential Telephone Number				$23.84			1
	~~DID Trunk Termination~~				~~$52.16~~			~~1~~
9.23.4.7	DID Nonsequential Telephone Number				$35.87			1
9.23.4.8	UNE-P Complex Translation for Trunkside Termination				$143.91			1

Exhibit A
South Dakota*

		Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	~~Facilities for UNE - P DSS, UNE - P ISDN PRI~~						
	~~DS1 Loop Facility~~			~~$315.96~~			~~1~~
	~~DS3 Loop Facility~~			~~$315.96~~			~~1~~
	~~UNE - P PRI Configurations~~						
	~~UNE-P PRI Dedicated PRI 23 + D~~			~~$699.79~~			~~1~~
	~~UNE-P PRI Dedicated PRI 24~~			~~$675.86~~			~~1~~
	~~UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E~~			~~$674.89~~			~~1~~
~~9.23.4~~ 9.23.5	UNE - P Qwest DSL			See applicable Qwest retail Tariff, Catalog, or Price List			
~~9.23.5~~ 9.23.6	~~UNE Combinations~~ Loop MUX Combo ~~ination~~						
9.23.6.1	Interconnection Tie Pairs (ITP), per Termination ~~ITP DS1 / DS3~~		See UNE Section				
9.23.6.1.1	DS1	$12.57			8		
9.23.6.1.2	DS3	$36.56			8		
9.23.6.2	LMC Loop DS0 2-Wire Analog						
9.23.6.2.1	~~Loop MUX DS0 2/4 Wire Analog First~~			$239.60			1
9.23.6.2.2	~~Loop MUX DS0 Wire 2/4 Wire Analog~~ Each Additional			$156.36			1
9.23.6.2.3	Zone 1	$15.20			8		
9.23.6.2.4	Zone 2	$16.56			8		
9.23.6.2.5	Zone 3	$21.77			8		
9.23.6.3	LMC Loop DS0 4 Wire Analog						
9.23.6.3.1	First			$239.60			1
9.23.6.3.2	Each Additional			$156.36			1
9.23.6.3.3	Zone 1	$120.17			8		
9.23.6.3.4	Zone 2	$120.93			8		
9.23.6.3.5	Zone 3	$123.65			8		
9.23.6.4	DS1 LMC Loop						
9.23.6.4.1	First ~~DS1 Loop MUX~~			$303.07			1
9.23.6.4.2	~~DS1 Loop MUX~~ Each Additional			$221.90			1
9.23.6.4.3	Zone 1	$120.17			8		
9.23.6.4.4	Zone 2	$120.93			8		
9.23.6.4.5	Zone 3	$123.65			8		
9.23.6.5	Private Line to Loop MUX Combo Conversion			$37.36			1
9.23.6.6	LMC Multiplexing						
9.23.6.6.1	Loop MUX DS1 to DS0			$201.69			1
9.23.6.6.2	Loop MUX DS3 to DS1			$201.69			1
	~~Loop MUX DS1 to DS0~~			~~$201.69~~			~~1~~
9.23.6.7	DS0 Channel Performance						
9.23.6.7.1	DS1 / DS0 Low Side Channelization	$8.42			1		
~~9.23.6~~ 9.23.7	**Enhanced Extended Loop (EEL)**						
	~~EEL Link~~						
9.23.7.1	EEL Loop, DS0 2-Wire Analog						
9.23.7.1.1	~~EEL DS0 2-Wire Analog~~ First			$260.73			1
9.23.7.1.2	~~EEL DS0 2/4 Wire Analog~~ Each Additional			$194.28			1
9.23.7.1.3	Zone 1	$15.20			#		
9.23.7.1.4	Zone 2	$16.56			#		
9.23.7.1.5	Zone 3	$21.77			#		
9.23.7.2	EEL Loop, DS0 4-Wire						
9.23.7.2.1	~~EEL DS0 4-Wire Analog~~ First			$260.73			1
9.23.7.2.2	~~EEL DS0 2/4 Wire Analog~~ Each Additional			$194.28			1
9.23.7.2.3	Zone 1	$29.82			#		
9.23.7.2.4	Zone 2	$32.50			#		
9.23.7.2.5	Zone 3	$42.72			#		
9.23.7.3	EEL Loop, DS1						
9.23.7.3.1	~~EEL DS1~~ First			$319.65			1
9.23.7.3.2	~~EEL DS1~~ Each Additional			$238.47			1

Exhibit A
South Dakota*

					Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
		9.23.7.3.3	Zone 1		$120.17			#		
		9.23.7.3.4	Zone 2		$120.93			#		
		9.23.7.3.5	Zone 3		$123.65			#		
	9.23.7.4	EEL Loop, DS3								
		9.23.7.4.1	~~EEL DS3~~ First				$344.51			1
		9.23.7.4.2	~~EEL DS3~~ Each Additional				$263.33			1
		9.23.7.4.3	Zone 1		$765.48			#		
		9.23.7.4.4	Zone 2		$799.74			#		
		9.23.7.4.5	Zone 3		$1,032.54			#		
	9.23.7.5	Intentionally Left Blank								
~~9.23.7~~	9.23.7.6	Private Line Conversion to EEL ~~(aka UNE Combination Private Line and EEL C)~~					$37.36			1
	9.23.7.7	Intentionally Left Blank								
~~9.23.8~~	9.23.7.8	EEL Transport								
		9.23.7.8.1	DS0 UDIT							
			9.23.7.8.1.1	Over 0 to 8 Miles	$17.14	$0.09		8	8	
			9.23.7.8.1.2	Over 8 to 25 Miles	$17.12	$0.12		8	8	
			9.23.7.8.1.3	Over 25 to 50 Miles	$17.13	$0.11		8	8	
			9.23.7.8.1.4	Over 50 Miles	$17.14	$0.07		8	8	
		9.23.7.8.2	DS1							
			9.23.7.8.2.1	~~DS1~~ Over 0 to 8 Miles	$34.75	$0.95		8	8	
			9.23.7.8.2.2	~~DS1~~ Over 8 to 25 Miles	$34.76	$1.82		8	8	
			9.23.7.8.2.3	~~DS1~~ Over 25 to 50 Miles	$34.76	$1.77		8	8	
			9.23.7.8.2.4	~~DS1~~ Over 50 Miles	$34.75	$1.23		8	8	
		9.23.7.8.3	DS3							
			9.23.7.8.3.1	~~DS3~~ Over 0 to 8 Miles	$236.22	$10.43		8	8	
			9.23.7.8.3.2	~~DS3~~ Over 8 to 25 Miles	$236.53	$10.83		8	8	
			9.23.7.8.3.3	~~DS3~~ Over 25 to 50 Miles	$236.71	$9.91		8	8	
			9.23.7.8.3.4	~~DS3~~ Over 50 Miles	$243.94	$24.44		8	8	
			~~OC-3~~							
				~~OC-3 Over 0 to 8 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
				~~OC-3 Over 8 to 25 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
				~~OC-3 Over 25 to 50 Miles~~	~~$762.78~~	~~$47.86~~				~~1~~
				~~OC-3 Over 50 Miles~~	~~$762.78~~	~~$68.44~~				~~1~~
			~~OC-12~~							
				~~OC-12 Over 0 to 8 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
				~~OC-12 Over 8 to 25 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
				~~OC-12 Over 25 to 50 Miles~~	~~$2,163.94~~	~~$95.01~~				~~1~~
				~~OC-12 Over 50 Miles~~	~~$2,163.94~~	~~$141.97~~				~~1~~
			~~OC-48~~							
				~~OC-48 Over 0 to 8 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
				~~OC-48 Over 8 to 25 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
				~~OC-48 Over 25 to 50 Miles~~	~~$4,418.64~~	~~$240.26~~				~~1~~
				~~OC-48 Over 50 Miles~~	~~$4,418.64~~	~~$363.55~~				~~1~~
	9.23.7.9	Intentionally Left Blank								
~~9.23.9~~	9.23.7.10	EEL Multiplexing								
		9.23.7.10.1	DS1 to DS0		$181.28		$268.83	8		1
		9.23.7.10.2	DS3 to DS1		$191.32		$268.83	8		1
~~9.23.10~~	9.23.7.11	EEL DS0 Channel Performance								
		9.23.7.11.1	DS0 Low Side Channelization		$14.76			1		
		9.23.7.11.2	DS1 / DS0 MUX, Low Side Channelization		$8.42			1		
~~9.23.11~~	9.23.7.12	Concentration Capability			ICB		ICB	3		3
~~9.24~~	~~Unbundled Packet Switching~~									
~~9.24.1~~	~~Unbundled Packet Switch Customer Channel~~					~~$24.66~~				~~1~~
	~~DSLAM Functionality~~					~~$21.20~~	~~Special Request~~			~~1 & 7~~
	~~Unbundled Packet Switch Customer Channel Without Subloop~~						~~$61.09~~			~~1~~
	~~Unbundled Packet Switch Customer Channel with Subloop~~						~~$129.19~~			~~1~~
	~~Unbundled Packet Switch Customer Channel with Shared Subloop~~						~~$61.09~~			~~1~~

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
~~9.24.2~~	~~Unbundled Packet Switching Interface Port~~							
	~~DS1~~			~~$156.72~~	~~$231.10~~			~~1~~
	~~DS3~~			~~$269.30~~	~~$231.10~~			~~1~~
10.0	**Ancillary Services**							
10.1	**Local Number Portability**							
10.1.1	LNP Queries		See FCC Tariff #1 Section 13 & 20.~~3.1 & 20.3.3~~					1
10.1.2	LNP Managed Cuts							
	10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			$52.62			1
	10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			$68.47			1
	10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			$84.34			1
10.2	**911/E911**			~~No Charge~~				
10.2.1	911/E911			No Charge				
10.2.2	Public Switch / Automatic Location Identification (PS / ALI) Service							
	10.2.2.1	Selective Routing (SR) Per 100 station lines	$4.43		$4.02	5		5
	10.2.2.2	Automatic Location Identification (ALI) per 100 station lines	$4.43		$4.02	5		5
	10.2.2.3	Automatic Location Identification (ALI), Selective Routing (SR) per 100 station lines	$4.43		$4.02	5		5
	10.2.2.4	PS/ALI Set up charge	$4.43		$1,660.70	5		5
	10.2.2.5	Control Office Incoming Trunk	$4.43		$16.61	5		5
10.2.3	PS / ALI Loop							
	10.2.3.1	DS0 2 / 4-Wire						
		10.2.3.1.1 First			$260.73			1
		10.2.3.1.2 Each Additional			$194.28			1
	10.2.3.2	Recurring Loop Rates for DS0						
		10.2.3.2.1 Loop DS0 2-Wire Analog						
		10.2.3.2.1.1 Zone 1	$15.20			8		
		10.2.3.2.1.2 Zone 2	$16.56			8		
		10.2.3.2.1.3 Zone 3	$21.77			8		
		10.2.3.2.2 Loop, DS0 4-Wire Analog						
		10.2.3.2.2.1 Zone 1	$29.82			8		
		10.2.3.2.2.2 Zone 2	$32.50			8		
		10.2.3.2.2.3 Zone 3	$42.72			8		
	10.2.3.3	DS0 Channel Performance						
		10.2.3.3.1 DS0 Low Side Channelization	$14.76			8		
	10.2.3.4	DS0 Transport						
		10.2.3.4.1 Over 0 to 8 Miles	$17.14	$0.09		8	8	
		10.2.3.4.2 Over 8 to 25 Miles	$17.12	$0.12		8	8	
		10.2.3.4.3 Over 25 to 50 Miles	$17.13	$0.11		8	8	
		10.2.3.4.4 Over 50 Miles	$17.14	$0.07		8	8	
	10.2.3.5	DS1 Transport						
		10.2.3.5.1 Over 0 to 8 Miles	$34.75	$0.95		8	8	
		10.2.3.5.2 Over 8 to 25 Miles	$34.76	$1.82		8	8	
		10.2.3.5.3 Over 25 to 50 Miles	$34.76	$1.77		8	8	
		10.2.3.5.4 Over 50 Miles	$34.75	$1.23		8	8	
	10.2.3.6	DS3 Transport						
		10.2.3.6.1 Over 0 to 8 Miles	$236.22	$10.43		8	8	
		10.2.3.6.2 Over 8 to 25 Miles	$236.53	$10.83		8	8	
		10.2.3.6.3 Over 25 to 50 Miles	$236.71	$9.91		8	8	
		10.2.3.6.4 Over 50 Miles	$243.94	$24.44		8	8	
10.3	**White Pages Directory Listings, Facility Based Providers**							
10.3.1	Primary Listing			No Charge				
10.3.2	Premium / Privacy Listings			General Exchange Tariff Rate, Less Wholesale Discount				
10.4	**Directory Assistance, Facility Based Providers**							
10.4.1	Local Directory Assistance, Per Call		$0.34			2		
10.4.2	National Directory Assistance, per Call		$0.36			2		
10.4.3	Call Branding, Set- Up and Recording							
	10.4.3.1	~~Call Branding, Set- Up and Recording~~ Individual Session			$35,000.00			2

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	10.4.3.2	~~Set-Up & Recording~~-Shared Recording Session (minimum 3 customers per session)			$15,000.00			2
10.4.4		Loading Brand /Per Switch			$175.00			2
10.4.5		Call Completion Link, per call	$0.09			2		
10.5	**Directory Assistance List Information**							
10.5.1		Initial Database Load, per Listing	$0.025			2		
10.5.2		Reload of Database, per Listing	$0.020			2		
10.5.3		Daily Updates, per Listing	$0.050			2		
10.5.4		One-time Set-Up Fee	$77.44			2		
10.5.5		Media Charges for File Delivery						
	10.5.5.1	Electronic Transmission	$0.002			2		
	10.5.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	$30.00			2		
	10.5.5.3	Shipping Charges (for tape delivery)			ICB			3
10.6	**Toll and Assistance Operator Services, Facility Based Providers,**							
10.6.1		**Option A** – Per Message						
	10.6.1.1	Operator Handled Calling Card	$1.45			2		
	10.6.1.2	Machine Handled Calling Card	$0.60			2		
	10.6.1.3	Station Call	$1.50			2		
	10.6.1.4	Person Call	$3.50			2		
	10.6.1.5	Connect to Directory Assistance	$0.75			2		
	10.6.1.6	Busy Line Verify, per Call	$1.95			2		
	10.6.1.7	Busy Line Interrupt	$2.05			2		
	10.6.1.8	Operator Assistance, per Call	$0.50			2		
10.6.2		**Option B** – Per Operator Work Second and Computer Handled Calls						
	10.6.2.1	Operator Handled, per Operator Work Second	$0.028			2		
	10.6.2.2	Machine Handled, per Call	$0.25			2		
	10.6.2.3	Call Branding, Set- Up and Recording-~~Individual session~~			~~$35,000.00~~			~~2~~
		10.6.2.3.1 Individual session			$35,000.00			2
		10.6.2.3.2 ~~Set-Up & Recording~~-Shared recording session (minimum 3 customers per session)			$15,000.00			2
	10.6.2.4	Loading Brand, per Switch			$175.00			2
10.7	**Access to Poles, Ducts, Conduits and Rights of Way (ROW)**							
10.7.1		Pole Inquiry Fee, per Mile			$443.19			1
10.7.2		Innerduct Inquiry Fee, per Mile			$308.94			1
10.7.3		ROW Inquiry Fee			$491.54			1
10.7.4		ROW Document Preparation Fee			$145.76			1
10.7.5		Field Verification Fee, per Pole			$24.29			1
10.7.6		Field Verification Fee, per Manhole			$205.30			1
10.7.7		Planner Verification, per Manhole			$16.26			1
10.7.8		Manhole Verification Inspector, per Manhole			$109.32			1
10.7.9		Manhole Make-Ready Inspector, per Manhole			$291.53			1
10.7.10		Intentionally Left Blank						
~~10.7.10~~ 10.7.11		Pole Attachment Fee, per Foot, per Year	$2.33			4		
	10.7.11.1	Urban						
	~~2002~~		~~$3.36~~					~~4~~
		~~2003~~	~~$3.64~~					~~4~~
	10.7.11.1.1	2004	~~$3.93~~ $3.29			4		
	10.7.11.1.2	2005	~~$4.21~~ $3.53			4		
	10.7.11.2	Non-Urban						
	~~2002~~		~~$4.21~~					~~4~~
		~~2003~~	~~$4.93~~					~~4~~
	10.7.11.2.1	2004	~~$5.64~~ $4.72			4		
	10.7.11.2.2	2005	~~$6.35~~ $5.32			4		
~~10.7.11~~ 10.7.12		Innerduct Occupancy Fee, per Foot, per Year	~~$0.28~~ $0.2242			4		
~~10.7.12~~ 10.7.13		Access Agreement Consideration			$10.00			2
~~10.7.13~~ 10.7.14		Make Ready			ICB			3
12.0	**Operational Support Systems**							
12.1		Development and Enhancements, per Order			No Charge At This Time			10
12.2		Ongoing Maintenance, per Order			No Charge At This Time			10
12.3		Daily Usage Record File, per Record	$0.000441					1
12.4		Trouble Isolation Charge			See 9.20 ~~MSC Charges~~			
17.0	**Bona Fide Request Process**							
17.1		Processing Fee			$2,448.77			1

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC

NOTES:

- Unless otherwise indicated, all rates are pursuant to ~~the Qwest and AT&T Interconnection Agreement approved by the~~ South Dakota Public Utilities Commission dockets; ~~in Docket Number TC-184, effective March 4, 1999.~~
  A: Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999

~~# Rate Voluntarily reduced.~~
Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.

[1] Rates addressed in Cost Docket filed on October 15, 2002.
[2] Market-based rates ~~not addressed in Qwest/AT&T Interconnection Arbitration Docket.~~
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates not addressed in the Cost Docket (estimated TELRIC)
~~[6] Reserved for future use~~
[6] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No Monthly Recurring rate applies.
[7] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
[8] Rate has been ordered in a different section and is being used due to the similar characteristics of the element. This rate will be replaced when a rate is developed or ordered for this product.
[9] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.

[10] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.
[11] Effective 8/1/03, Qwest will not charge the Channel Regeneration charges of: DS1 REC $12.21, NRC $311.69 and DS3 REC $12.21, NRC $311.69 that were approved in Docket TC96-184. Contract amendments to remove the charges are not required. Qwest reserves the right to the contractual rate only after appropriate notice is given. Future regulatory rulings and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.
[12] The Cable Unloading/Bridge Tap Removal charge of $58.50 approved in Docket No.TC96-184 does not apply until further notice.
[13] Initially, Qwest will bill the grandfathered recurring rates for new Shared Loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five (45) day notice. Rates will be applied prospectively.
[14] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1 ($13.53) as the basis rate. 10/2/03 - 10/1/04 was developed using 25% of basis rate; 10/2/04 - 10/1/05 was developed using 50% of basis rate; 10/2/05 - 10/1/06 was developed using 75% of basis rate. New Shared Loop Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all Shared Loop arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such Shared Loop arrangement.

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY QWEST CORPORATION IN THE STATE OF

SOUTH DAKOTA

FIFTH REVISION

FEBRUARY 20, 2004

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TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS 1

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION 5

SECTION 3.0 - CLEC INFORMATION 7

SECTION 4.0 - DEFINITIONS 9

SECTION 5.0 - TERMS AND CONDITIONS 29

5.1 GENERAL PROVISIONS 29
5.2 TERM OF AGREEMENT 30
5.3 PROOF OF AUTHORIZATION 30
5.4 PAYMENT 31
5.5 TAXES 33
5.6 INSURANCE 33
5.7 FORCE MAJEURE 34
5.8 LIMITATION OF LIABILITY 35
5.9 INDEMNITY 35
5.10 INTELLECTUAL PROPERTY 36
5.11 WARRANTIES 39
5.12 ASSIGNMENT 39
5.13 DEFAULT 40
5.14 DISCLAIMER OF AGENCY 40
5.15 SEVERABILITY 40
5.16 NONDISCLOSURE 40
5.17 SURVIVAL 43
5.18 DISPUTE RESOLUTION 43
5.19 CONTROLLING LAW 46
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 46
5.21 NOTICES 46
5.22 RESPONSIBILITY OF EACH PARTY 47
5.23 NO THIRD PARTY BENEFICIARIES 47
5.24 RESERVED FOR FUTURE USE 47
5.25 PUBLICITY 48
5.26 EXECUTED IN COUNTERPARTS 48
5.27 COMPLIANCE 48
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 48
5.29 COOPERATION 48
5.30 AMENDMENTS 48
5.31 ENTIRE AGREEMENT 49

SECTION 6.0 – RESALE 50

6.1 DESCRIPTION 50
6.2 TERMS AND CONDITIONS 50
6.3 RATES AND CHARGES 54
6.4 ORDERING PROCESS 56
6.5 BILLING 57
6.6 MAINTENANCE AND REPAIR 57
6.7 COMMINGLING OF RESOLD SERVICES WITH UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS 58

TABLE OF CONTENTS

SECTION 7.0 - INTERCONNECTION 59

7.1 INTERCONNECTION FACILITY OPTIONS 59
7.2 EXCHANGE OF TRAFFIC 61
7.3 RECIPROCAL COMPENSATION 71
7.4 ORDERING 76
7.5 JOINTLY PROVIDED SWITCHED ACCESS SERVICES 77
7.6 TRANSIT RECORDS 78
7.7 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING 78

SECTION 8.0 - COLLOCATION 80

8.1 DESCRIPTION 80
8.2 TERMS AND CONDITIONS 82
8.3 RATE ELEMENTS 106
8.4 ORDERING 112
8.5 BILLING 128
8.6 MAINTENANCE AND REPAIR 129

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS 131

9.1 GENERAL TERMS 131
9.2 UNBUNDLED LOOPS 141
9.3 SUBLOOP UNBUNDLING 160
9.4 LINE SHARING 171
9.5 NETWORK INTERFACE DEVICE (NID) 182
9.6 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT) 185
9.7 UNBUNDLED DARK FIBER 192
9.8 SHARED TRANSPORT 202
9.9 UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE) 203
9.10 LOCAL TANDEM SWITCHING 204
9.11 LOCAL SWITCHING 205
9.12 CUSTOMIZED ROUTING 214
9.13 ACCESS TO SIGNALING 215
9.14 AIN SERVICES 217
9.15 LINE INFORMATION DATABASE (LIDB) 219
9.16 8XX DATABASE 221
9.17 INTERNETWORK CALLING NAME (ICNAM) 222
9.18 ADDITIONAL UNBUNDLED ELEMENTS 223
9.19 CONSTRUCTION CHARGES 223
9.20 UNBUNDLED PACKET SWITCHING 223
9.21 LINE SPLITTING 225
9.22 RESERVED FOR FUTURE USE 229
9.23 UNBUNDLED NETWORK ELEMENT COMBINATIONS 229
9.24 LOOP SPLITTING 240
9.25 LINE PARTITIONING 244

SECTION 10.0 - ANCILLARY SERVICES 249

10.1 INTENTIONALLY LEFT BLANK. 249
10.2 LOCAL NUMBER PORTABILITY 249
10.3 911/E911 SERVICE 255
10.4 WHITE PAGES DIRECTORY LISTINGS 264

10.5 DIRECTORY ASSISTANCE 268
10.6 DIRECTORY ASSISTANCE LIST 271
10.7 TOLL AND ASSISTANCE OPERATOR SERVICES 274
10.8 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY 278

SECTION 11.0 - NETWORK SECURITY 292

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) 298

12.1 DESCRIPTION 298
12.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING 298
12.3 MAINTENANCE AND REPAIR 309

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS 320

SECTION 14.0 - LOCAL DIALING PARITY 321

SECTION 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER 322

SECTION 16.0 - REFERRAL ANNOUNCEMENT 323

SECTION 17.0 - BONA FIDE REQUEST PROCESS 324

SECTION 18.0 - AUDIT PROCESS 327

SECTION 19.0 - CONSTRUCTION CHARGES 330

SECTION 20.0 - SERVICE PERFORMANCE 331

SECTION 21.0 - NETWORK STANDARDS 332

SECTION 22.0 - SIGNATURE PAGE 336

TABLE OF CONTENTS FOR EXHIBITS

EXHIBIT A	South Dakota Rates
EXHIBIT B	Service Performance Indicators
EXHIBIT B1	PO-20 – Manual Service Order Accuracy
EXHIBIT C	Service Interval Tables
EXHIBIT D	Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document
EXHIBIT E	Vertical Switch Features for UNE Switching
EXHIBIT F	Special Request Process
EXHIBIT G	Intentionally Left Blank
EXHIBIT H	Reserved for Future Use
EXHIBIT I	Individual Case Basis (ICB)
EXHIBIT J	Election of Reciprocal Compensation Option
EXHIBIT K	Performance Assurance Plan
EXHIBIT L	Advice Adoption Letter
EXHIBIT M	Interim Advice Adoption Letter

Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Intentionally Left Blank.

1.3 This SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of South Dakota, for purposes of providing local Telecommunications Services. This SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection Agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to the notice provision. The Parties shall satisfy all state Interconnection Agreement filing requirements.

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual Agreement with any requesting Carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Intentionally Left Blank.

1.7 Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Change Management Process (CMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is Legitimately Related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that

Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.2.1 Nothing in this SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan

area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorneys' fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith," then that Party shall be responsible for reimbursing the other Party for its reasonable attorneys' fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the South Dakota Commission.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of October 2, 2003 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60)

Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

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

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Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire:"

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 Intentionally Left Blank.

3.4 Intentionally Left Blank.

Section 4.0 - DEFINITIONS

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

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

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

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

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

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

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

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

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

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

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

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA

document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

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

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

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

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

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

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

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

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

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

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

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

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

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

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

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

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

> "End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and
>
> "Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

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

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

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

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

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

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

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

"Commingle" means the act of Commingling.

"Commission" means the South Dakota Public Utilities Commission.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

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

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

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

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

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

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

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

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

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

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

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" is a Qwest provided digital transmission path between Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches to which CLEC is granted exclusive use. The path may operate at DS1 or DS3 transmission speeds. Dedicated Transport is also described in Section 9.

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

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

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

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a

manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

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

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

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

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

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

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

> "ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one (1) copper pair.
>
> "HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over two (2) copper pairs, or future E1 service over three (3) copper pairs.
>
> "HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.
>
> "IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.
>
> "RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.
>
> "SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission

technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

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

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

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

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

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

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

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

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

"Effective Date" shall have the meaning set forth in Section 1.4.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

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

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

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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

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

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

"Exchange Access" (IntraLATA Toll) as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of the SGAT shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"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 Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

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

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

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

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

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

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

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

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

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

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this SGAT to Qwest pursuant to the notice provision of the SGAT, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(f) of the Act.

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

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

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

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

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual Interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other Interconnection, services or elements in the approved Interconnection Agreement. These rates, terms and conditions are those that, when taken together, are the necessary rates, terms and conditions for establishing the business relationship between the Parties as to that particular Interconnection, service or element. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

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

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

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

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

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

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

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

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

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

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

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

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

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

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

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

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

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

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

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

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

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

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

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

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

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

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

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

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

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an

automatic event driven manner (without manual intervention) via the interface for the OSS function in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two (2) and four (4) seconds for the connection and an average transaction transmittal. The specific agreed metrics for Near Real Time transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

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

"Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer premises wiring to Qwest's distribution plant, such as a cross connect device used for that purpose.

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

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

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

"Non-Qualifying Service" is a service that is not a Qualifying Service.

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

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

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

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

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

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

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

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

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

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

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

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

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

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and IntraLATA Toll minutes sent between the Parties over Local Interconnection trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

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

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

"Physical Collocation" shall have the meaning set forth in Section 8.1.1.

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

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

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

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

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

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

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

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

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

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

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

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

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

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between

the system originating the call, intermediate systems handling and routing the call, and the destination system.

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

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

"Qualifying Service" is a Telecommunications Service that competes with a Telecommunications Service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited to, Local Exchange Service, such as plain old telephone service (POTS), and Access Services, such as Digital Subscriber Line services and high capacity circuits. Services used solely as an input for CLEC to provide retail interexchange or Information Services are not Qualifying Services.

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

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

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

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

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.

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

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

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

"Selective Router" means the equipment necessary for Selective Routing.

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

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

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

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

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

"Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

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

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

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

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

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

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common channel Signaling (CCS) messages.

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

"Spectrum Compatibility" means the capability of two (2) copper loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

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

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

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

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

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

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

"Technically Feasible" Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding

the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

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

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

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

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

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

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

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

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, e.g., pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

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

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

"Unbundled Network Element Platform" or "UNE-P" is a combination of Unbundled Network Elements as set forth in Section 9.23.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network, as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

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

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

"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.

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

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

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

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in Section 1.4 pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

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

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

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

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

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment due date identifying the amount, reason

and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

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

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

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

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the expiration of the term

of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

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

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

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

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

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

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than $100,000 each

accident.

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

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

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

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

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

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

5.8 Limitation of Liability

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

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

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

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

5.8.6 Intentionally Left Blank.

5.9 Indemnity

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

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

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

claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or Unbundled Network Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a Splitter: "End User Customer" means the DSL provider's End User Customer for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

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

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

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and

services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

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

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

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

intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

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

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

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

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

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

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

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

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

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

5.11 Warranties

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

5.12 Assignment

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

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of such transfer

or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into interconnection agreements under § 252 of the Act.

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to

the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

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

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

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

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

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

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

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

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

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

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

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

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

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

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

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to Qwest under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including

termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that CLEC has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

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

5.17 Survival

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

5.18 Dispute Resolution

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

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

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. This request for arbitration is an offer to arbitrate which shall not be binding unless both Parties agree to arbitration. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The Party who requested arbitration may choose to have the arbitration conducted in the city of its principal place of business, or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 Qwest and CLEC shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

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

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

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

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

5.18.5 Any Dispute arising out of this Agreement must be brought by either Party within the time for bringing such action provided by South Dakota law.

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

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

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

5.19 Controlling Law

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

5.20 Responsibility for Environmental Contamination

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

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

5.21 Notices

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

Qwest Corporation
Director Interconnection Agreements
1801 California, Room 2400
Denver, CO 80202
Email _____
Phone _____
Fax _____

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202
Email _____
Phone _____
Fax _____

and to CLEC at the address shown below:

_____
_____
_____
Email _____
Phone _____
Fax _____

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Reserved for Future Use

5.24.1 Reserved for Future Use.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

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

5.30.2 Intentionally Left Blank.

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

5.31 Entire Agreement

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

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customers to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

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

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

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local

Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail End User Customer.

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

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced Services and information services, other than voice messaging, are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User Customer that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving an End User Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own End User Customers in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing End User Customers of the grandfathered product or service.

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

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have network access register and private facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement

equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. Where CLEC has multiple buildings within contiguous property (campus), such buildings will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. Where CLEC has Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location, CLEC will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single CLEC Centrex system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

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

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End User Customers must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End User Customers. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's service credits to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of CLEC;

c) Intentionally Left Blank.

d) Intentionally Left Blank.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of CLEC;

c) Reserved for Future Use.

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

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

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customer's Listings in Qwest's Directory Assistance Database and will include such Listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest's Official Directory Publisher Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for

listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Service or operator services for CLEC's resold local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When End User Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

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

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's retail Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC 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 retail End User Customers. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail

Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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

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

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End User Customer's Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer, and Qwest will not accept changes to CLEC's End User Customer's Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End User Customers.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

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

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customer's service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog (PCAT) available on Qwest's public web site located at http://www.qwest.com/wholesale/pcat. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Access to OSS Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User Customer Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for Directory Listings for Directory Assistance Services, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a New Service Provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, Qwest will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon

processes when an End User Customer moves from the Current Service Provider to a New Service Provider. Qwest will not provide the Current Service Provider with the name of the New Service Provider selected by the End User Customer.

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

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

6.4.8 Due Date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at CLEC's End User Customer's premises, other than by connection or disconnection to any interface between Qwest and the End User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

6.7 Commingling of Resold Services with Unbundled Network Elements and Combinations of Unbundled Network Elements

6.7.1 To the extent it is Technically Feasible and pursuant to the terms of Section 9.1, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

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

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

7.1.2 Methods of Interconnection

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

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of CLEC's determination. An Entrance Facility extends from the Qwest Serving Wire Center to CLEC's Switch location or any

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

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

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

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

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

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

7.1.2.4 Intentionally Left Blank.

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

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

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

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

7.2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and Access Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or Access Tandem Switches. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

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

a) Directory Assistance;

b) 911/E911;

c) Operator Busy Line Verify/Busy Line Interrupt;

d) Toll Free Services;

e) ISP-bound traffic.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic.

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the private line transport service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from Qwest as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a Qwest End Office Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to Qwest's End Office Switch.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will route traffic destined for CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest Tandem Switch.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic.

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the Access Tandem Switch or via separate trunks to Qwest's End Office Switch(es), as designated by CLEC.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC, or wireless Carrier that is connected to Qwest's local and/or Access Tandem Switch. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section 9.13; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for new LIS trunks. Qwest will provide CLEC with a listing of Qwest Switches fully capable of routing 64CCC traffic through the Qwest website: http://www.qwest.com/disclosures. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast

information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch vs. Tandem Switch routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, the amount of trunks-required is less than fifty percent (50%) of trunks-in-service, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state-wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if CLEC's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one (1) of the six (6) months following receipt of deposit. The pro-rata assumes one-half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six

(6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which CLEC has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

a) Completed Qwest LIS Trunk Forecast Forms; and

b) Any planned use of an alternate Tandem Switch provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

a) Qwest Tandem Switches and Qwest End Office Switches (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) Current and planned Switch generics (ICONN).

Qwest will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local Tandem Switch.

7.2.2.8.10 Qwest network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in Qwest's Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure

available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between Qwest Tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Intentionally Left Blank.

7.2.2.9.3 Separate trunk groups may be established based on Billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);

b) 911/E911 trunks;

c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic and Switched Access traffic including Jointly Provided Switched Access traffic, may be combined on the same trunk group. If combined, the originating Carrier shall provide to the terminating Carrier, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call record detail. Call detail or direct jurisdictionalization using Calling Party Number (CPN) information may be exchanged in lieu of PLU if it is available.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic on Tandem Switches or End Office Switches. When there is a DS1 level of traffic (512 BHCCS) between CLEC's Switch and a Qwest End Office Switch, Qwest may request CLEC to order a direct trunk group to the Qwest End Office Switch. CLEC shall comply with that request unless it can demonstrate that such compliance will impose upon it a material adverse economic or operations impact. Furthermore, Qwest may propose to provide Interconnection facilities to the local Tandem Switches or End Office Switches served by the Access Tandem Switch at the same cost to CLEC as Interconnection at the Access Tandem Switch. If CLEC provides a written statement of its objections to a Qwest cost-equivalency proposal, Qwest may require it only: (a) upon demonstrating that a failure to do so will have a material adverse affect on the operation of its network and (b) upon a finding that doing so will have no material adverse impact on the operation of CLEC, as compared with Interconnection at such Access Tandem Switch.

7.2.2.9.6.1 Intentionally Left Blank.

7.2.2.9.7 To the extent Qwest is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a Qwest End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to Qwest End Office Switches.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the Tandem Switch. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For remote Switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities.

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as private line transport service from the Qwest state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.2.1 Intentionally Left Blank.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way Entrance Facility (EF) rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one (1) quarter. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one (1) quarter. ISP-bound traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for

each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Switch Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC End Office Switch.

7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.

7.3.4.1.3 Intentionally Left Blank.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC Tandem Switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the End Office Switch call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Tandem Switch and terminating End Office Switch.

7.3.4.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the V&H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 CLEC may choose one (1) of the following two (2) options for the exchange of traffic subject to §251(b)(5) of the Act ("§251(b)(5) Traffic") (See Exhibit J):

7.3.4.4.1 The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established for ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Switch Call Termination rates, and Tandem Switched Transport rates.

7.3.4.4.2 The compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See Section 7.3.6).

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the trunk nonrecurring charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Intentionally Left Blank.

7.3.6 ISP-Bound Traffic

7.3.6.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. While the subsections of this Section 7.3.6 reference dates that precede the Effective Date, the Parties agree that the terms of such subsections apply on a prospective basis, commencing with the Effective Date. If the Parties were exchanging traffic prior to the Effective Date, then for such period prior to the Effective Date, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the Interconnection Agreement (1) that was in effect between the Parties when such order was adopted, and (2) pursuant to which the Parties were exchanging such traffic.

7.3.6.2 The following usage-based compensation applies if Qwest and CLEC were exchanging traffic pursuant to an interconnection agreement as of the FCC's adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-bound traffic -- The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by

demonstrating the factual ratio to the state Commission.

7.3.6.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to bill and keep compensation.

7.3.6.2.2.1 Intentionally Left Blank.

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which it was responsible for payment to the other Party in 2001, plus another ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance with a state Commission-ordered compensation rate, or as follows, whichever rate is lowest:

7.3.6.2.3.1 Intentionally Left Blank.

7.3.6.2.3.2 Intentionally Left Blank.

7.3.6.2.3.3 $.0007 per MOU from June 14, 2003 through June 14, 2004, or until further FCC action on intercarrier compensation, whichever is later.

7.3.6.3 In the event CLEC and Qwest were not exchanging traffic pursuant to an Interconnection Agreement prior to adoption of the FCC ISP Order on April 18, 2001, CLEC and Qwest will exchange ISP-bound traffic on a bill and keep basis until further FCC action on intercarrier compensation. This includes CLEC expansion into a market it previously had not served.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Exchange Service and Information Service Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access tariffs.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest Tandem Switches and CLEC's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned two-six code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered

a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process (CMP) applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options:

a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;

b) Intentionally Left Blank.

c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge for each Billable Record created and transmitted is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-01-XX.

7.6.3 A charge will apply for Category 11-01-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the originating Carrier for transit when Technically Feasible. The charge for each Billable Record created and transmitted is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of Billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its End User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's Premises. CLEC does not have physical access to its virtually collocated equipment in the Qwest Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing Unbundled Network Elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs

in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the Shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) 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, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements, Finished Services, including Local Interconnection Trunks, and ancillary services. Under ICDF Collocation, a CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs, Finished Services, and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, federal, state, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent

to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of access and Cross Connection is not Collocation.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, Qwest will not combine services or Network Elements that are offered to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements.

8.2.1.1.1.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

8.2.1.1.1.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements,

Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Local Exchange Service.

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided Cross Connection device.

8.2.1.4 Demarcation points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) at a direct connection point of termination as described in Section 8.3.1.11.2; or

e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to CLEC within ten (10) calendar Days of CLEC's request, a report for each requested Premises, that includes:

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

c) any modifications in the use of the space since the last report;

d) measures that Qwest is taking to make additional space available for Collocation;

e) whether sufficient power is available to meet the specific CLEC request;

f) number of CLECs in queue at the Premises, if any;

g) whether the Wire Center is equipped with DS3 capability; and

h) the number and description of Qwest and its Affiliates and reservations of space by all CLECs.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC through the Raw Loop Data Tool. Remote Premises with digital loop carrier and pair gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at http://www.qwest.com/iconn.) If CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, Qwest

will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar Days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises,

Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (www.qwest.com/wholesale/notices/collo/spaceavail.html), indicating all Premises that are full, and will update this document within ten (10) calendar Days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar Days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

a) Number of CLECs in queue at the Premises, if any;

b) Premises that have not been equipped with DS3 capability;

c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and

d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Space Availability Report requested by any CLEC.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, Qwest shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the

applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a Collocation Cancellation Application. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which the CLEC has not received notification of completion from Qwest. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Collocation Cancellation Application.

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.

8.2.1.15.3 Qwest will not charge for canceling the Collocation job except for work already completed as of acceptance by Qwest of the Collocation Cancellation Application. Charges will be based on when Qwest receives the Collocation Cancellation Application and the completion status of the Collocation work. A quote will be issued within thirty (30) calendar Days of Qwest's acceptance of the Collocation Cancellation Application.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet

earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: http://www.qwest.com/wholesale/pcat/collocation.html.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3.

8.2.1.22.1 Collocation Decommission. Collocation Decommission refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment. Collocation Decommission is offered for all types of Collocation. A request for decommissioning is irrevocable once Qwest accepts the Collocation Decommission Application.

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) calendar Days past due.

8.2.1.22.1.2 CLEC must disconnect all services, including any administrative services, from the Collocation site to be decommissioned prior to submitting the Collocation Decommission Application. All of CLEC's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If CLEC has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission Application will be rejected.

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct CLEC-to-CLEC connections, CLEC must notify, in writing, all of its current End User Customers affected by the discontinuation of service. CLEC must submit an email notification with the Collocation Decommission Application representing to Qwest that all CLEC End User Customers have been properly notified. For direct CLEC-to-CLEC connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both CLECs involved in the direct CLEC-to-CLEC connection arrangement. Failure to include such email notification or LOA will result in the rejection of the Collocation Decommission Application.

8.2.1.22.1.3 CLEC should remove its equipment prior to submitting a Collocation Decommission Application. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables), termination blocks and cage materials. If CLEC does not remove its equipment within thirty (30) calendar Days of Qwest's acceptance of the Collocation Decommission Application, Qwest will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) calendar Days to notify Qwest that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and Qwest determines that the equipment has been abandoned, Qwest will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by Qwest of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will hold Qwest harmless from the failure to return any such equipment, property or other items.

8.2.1.22.1.4 Qwest will remove all Collocation entrance facilities. For shared Collocation entrance facilities, Qwest will cut all fiber and/or

copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, Qwest will remove and dispose of the Collocation entrance fiber.

8.2.1.22.1.5 For Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) calendar Days. Qwest will negotiate with CLEC to schedule the pick up of the equipment. There will be no charge for the removal of CLEC's Virtual Collocation equipment.

8.2.1.22.1.6 For Collocations with direct CLEC-to-CLEC connection arrangements, CLEC is required to disconnect and remove the direct CLEC-to-CLEC connections. Qwest prefers that CLEC disconnect and remove the direct CLEC-to-CLEC connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) calendar Days from Qwest's acceptance date of the Collocation Decommission Application to disconnect and remove the direct CLEC-to-CLEC connection cables. If CLEC has not removed the direct CLEC-to-CLEC connections, it will be treated as abandoned equipment.

8.2.1.22.1.7 CLEC will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another CLEC during the following defined time period. An inventory will be completed by Qwest and furnished to CLEC within ninety (90) calendar Days of the Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit.

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one (1) year after the date of decommissioning.

8.2.1.22.1.7.2 Reusable elements include components used to provision the original Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.

8.2.1.22.1.8 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site. CLEC must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by Qwest.

8.2.1.22.1.9 Ordering – CLEC should submit a Collocation Decommission Application form. Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the

order within two (2) business days from receipt of the Collocation Decommission Application. Qwest will provide an inventory of the eligible reimbursable and reusable elements and the potential credits within ninety (90) calendar Days of the Collocation Decommission Application acceptance.

8.2.1.22.1.10 Billing – Qwest will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

8.2.1.22.2 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is the transfer of a Collocation site from vacating CLEC (current CLEC leasing the space in the Premises) to an assuming CLEC. Collocation Transfer of Responsibility is available for Caged Physical Collocation, Cageless Physical Collocation, and Virtual Collocation. All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Collocation Transfer of Responsibility: 1) Collocation Transfer of Responsibility Without Working Circuits – The Collocation is not serving any End User Customers and does not have active service terminations (e.g., Interconnection trunks or UNE Loops) or 2) Collocation Transfer of Responsibility With Working Circuits – The Collocation has active service terminations, such as Interconnection trunks or is serving End User Customers.

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another CLEC or Qwest are waiting in queue for available space within the requested Premises; however, if assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in Qwest Premises in the state, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a Qwest Premises, Collocation Transfer of Responsibility shall be available when vacating CLEC and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site.

8.2.1.22.2.2 Both vacating CLEC's and assuming CLEC's Interconnection Agreements with Qwest must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Collocation Transfer of Responsibility request. Assuming CLEC will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, CLEC's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity.

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

8.2.1.22.2.5 The Collocation site to be transferred is identified by vacating CLEC's eleven (11) character CLLI™ code. The Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Collocation entrance facilities from the Collocation - Point of Interface (C-POI) manhole, cables, Splitters, and working circuits, if applicable. If the Collocation site has a Common Area Splitter Collocation associated with it, the Common Area Splitter Collocation will be transferred as part of the Collocation Transfer of Responsibility.

8.2.1.22.2.6 The transfer of equipment between vacating CLEC and assuming CLEC will be the responsibility of vacating CLEC and assuming CLEC. Qwest is not responsible for the physical condition of vacating CLEC's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in CLECs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest will not participate in these negotiations. Qwest will only manage the database and records transfer.

8.2.1.22.2.7 Assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), CLEC address, phone number, billing and contact information, and contract number. The Collocation eleven (11) character CLEC CLLI™ code will remain the same.

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quote Acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by Qwest until assuming CLEC has accepted the quote for the Collocation Transfer of Responsibility.

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or

cancelled by vacating CLEC prior to the quote Acceptance.

8.2.1.22.2.10 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

8.2.1.22.2.11 Vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Collocation Transfer of Responsibility Application. Vacating CLEC's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) calendar Days past due. Vacating CLEC may meet its financial obligations by having them expressly assumed, in writing, by assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quote for Collocation Transfer of Responsibility.

8.2.1.22.2.12 Assuming CLEC's financial obligations to Qwest must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

8.2.1.22.2.13 Vacating CLEC and assuming CLEC must provide a signed Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of Responsibility Application without working circuits, vacating CLEC must ensure that no active circuits exist at the Collocation site to be transferred.

8.2.1.22.2.15 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current End User Customers that utilize the Collocation site's equipment or facilities of the transfer of service to assuming CLEC, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority. Vacating CLEC must provide an email notification to Qwest with the Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

8.2.1.22.2.16 If the Collocation site being transferred has a direct CLEC-to-CLEC connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both CLECs in the direct CLEC-to-CLEC arrangement authorizing the transfer of the direct CLEC-to-CLEC connection service to assuming CLEC. A separate LOA is required for

each direct CLEC-to-CLEC relationship associated with the transferring Collocation site. Each LOA shall identify the CLECs, CLLI codes, and BANs for their respective Collocations.

8.2.1.22.2.17 Vacating CLEC and/or assuming CLEC will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), line sharing, and line splitting. Assuming CLEC may submit LSRs once it has accepted the quote for the Collocation Transfer of Responsibility and has received the preliminary APOT information from Qwest. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as Dark Fiber, private line, and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. Assuming CLEC is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

8.2.1.22.2.19 Billing. Vacating CLEC will not incur charges for the transfer of the Collocation site. Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Collocation Transfer of Responsibility request. Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted or not, a Network Systems Administration Fee, and charges for processing the transfer of working circuits, if applicable. Upon completion of the Collocation Transfer of Responsibility, Qwest will begin Billing assuming CLEC for all recurring charges based on assuming CLEC's Interconnection Agreement and cease Billing vacating CLEC.

8.2.1.22.3 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) calendar Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to Qwest within thirty (30) calendar Days of the notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC

and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) calendar Days of the delivery of such Resolution Request, then thirty (30) calendar Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22.1 of this Agreement.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Collocation Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of a Collocation Application under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the

ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLEC's Connecting Facility Assignment (CFA) terminations residing at an IDCF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two (2) CLECs are involved, one (1) CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFAs on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest End User Customers. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest Cross Connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from

Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar Days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking. Also, CLEC may install the tie cables, blocks, and terminations on the ICDF or CLEC-to-CLEC connections, outside CLEC's physical space and according to Qwest's design. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.30 Reserved for Future Use.

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with Qwest. CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) calendar Days of receipt. Joint Testing will be complete within ninety (90) calendar Days of the RFS if Joint Testing is requested on the Collocation Application form or ninety (90) calendar Days from acceptance of the Joint Testing Application form.

8.2.1.31.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application.

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist CLEC in conducting continuity tests on

terminations at the ICDF. Qwest will not operate CLEC test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities.

8.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the Qwest Premises. However, CLEC will have physical access to the Demarcation Point in the Qwest Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Reserved for Future Use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not

interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocation space. Upon CLEC's request, this service shall be available per standard Qwest business service Provisioning

hrjanke

To: Curtis Bernard; riverfront@gtgnet.com

Cc: tjwelk

Subject: Climate Masters Settlement

Curt and Cena,
After still having received no response from Jeff Cole, I finally got him on the phone this afternoon. He said that he has been having trouble meeting with his client. I told him that we wanted this moving forward now, so he said he will call him tomorrow and demand that his client meet with him tomorrow.

He asked if we would be willing to walk away and call it even at the $11,000. I told him I would ask you, but I was positive that wasn't going to work. I did tell him that I thought we had some room to work in order to get this settled and to not have to litigate it.

I also asked if there is insurance that we can get at. He wasn't sure, but said he will find out and let me know next week.
I will continue to stay on him in order to get this moving. Hopefully, he will actually meet with his client and get us a response. I will let you know.
Heith

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Heith R. Janke
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Sioux Falls, South Dakota 57104
hrjanke@bgpw.com
605-336-2424

-----Original Message-----
From: Curtis Bernard [mailto:curtis_bernard@hotmail.com]
Sent: Thursday, October 23, 2003 5:42 PM
To: hrjanke
Subject: Re: Climate Masters Settlement

Amazing.

I opened this at 5:40 pm Thursday. Cena and I will talk and call you front of next week

Thanks Curt B

----Original Message Follows----
From: "hrjanke"
To: "Curtis Bernard" ,
CC: "tjwelk"
Subject: Climate Masters
Date: Wed, 22 Oct 2003 14:45:06 -0500

Curt and Cena,
I received a telephone call from Jeff Cole, Climate Masters' attorney today. He stated that his clients have instructed him to attempt to settle this case before spending any more money on discovery. Thus, he is requesting that we prepare a settlement offer for him. He also requested that we halt discovery until we have an idea if this has a chance to settle. I agreed that for the moment we would grant them an extension.
It would likewise seem to be in our best interest to attempt to settle it. If you agree, let me know, so that we can prepare an offer. I told Cole that I would try to get back to him by the end of the week.
Please call me when you have a moment. We are experiencing problems with our external email, so I may not get your response.
Thanks,
Heith
NOTICE: The Information Contained In This E-Mail Is Intended To Be Confidential And Is Protected By The Attorney-Client Privilege And Work Product Doctrine. If you are not the intended recipient, or believe that you have received this communication in error, please do not read, print, copy, retransmit, disseminate, or otherwise use the information. Also, please notify the sender that you have received this e-mail in error, and delete the copy you received. Thank you.

Heith R. Janke
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processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber Entrance Facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements; and 4) microwave Entrance Facilities. Other Entrance Facility technologies may be requested through the BFR process.

8.2.4.2 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 CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to an Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of twelve (12) fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that

consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A twelve (12) fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross Connect Fiber Entrance Facility -- The cross connect fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in twelve (12) fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in four (4) and twelve (12) fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one (1) form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation Entrance Facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation Entrance Facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation Entrance Facility solely for Collocation. If Qwest requires the construction of a new Collocation Entrance Facility for its own use,

then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access CLEC transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower space or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or CLEC can request Qwest perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar Days, or as soon thereafter as can be scheduled by the Parties, of receipt by Qwest of the CLEC's Microwave Entrance Facility Application. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to CLEC within thirty (30) calendar Days of the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for

the submitted Collocation Application. If CLEC does not submit a Collocation Application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation Application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If Qwest's assistance is required in order for a CLEC to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the radio frequency (RF) equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and CLECs, at a given location shall comply with appropriate federal, state, and local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available if CLEC has not obtained Caged or Cageless Physical Collocation, but requires access to the Qwest Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLEC with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, Finished Service, or ancillary service by running a jumper on the ICDF in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new

Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame. Qwest provided combinations in accordance with Sections 9.1 and 9.23.3.7, are not provided by Qwest in CLEC's ICDF Collocation space.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element, Finished Service, and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element, Finished Service, and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Reserved for Future Use.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) calendar Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and

municipal building and zoning requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLEC's. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Application. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Collocation:

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode

type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation Entrance Facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. Charged on a per ampere basis.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an appropriate Demarcation Point including, but not limited to, the following:

a) Existing Interconnection Distributing Frame (ICDF).

b) Existing DSX Panels for DS1 and DS3 services

c) New Interconnection Distributing Frame

d) Existing Toll Frame

e) Fiber Distribution Panel

f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at its request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one-half (½) shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five

percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one (1) hour per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 8.2.1.31.3.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated

equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the nonrecurring and recurring charges associated with the Unbundled Network Elements or ancillary services ordered by CLEC, the cost of extending the Unbundled Network Elements or ancillary services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude a CLEC from submitting an order for Collocation prior to CLEC's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. The CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Collocation Application is made, the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation (optional);

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);

f) Intentionally Left Blank.

g) Entrance Facility Type (e.g., Express Fiber, Private Line);

h) Type and Quantity of Terminations (optional); and

i) Month or Quarter, during or after which, CLEC expects to submit its Collocation Application

8.4.1.4.1 The following terms shall apply to the forecasting process:

a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;

b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat dissipation;

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);

f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., cross connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);

g) Entrance Facility type;

h) Type and quantity of terminations;

i) If desired, an alternate form of Collocation if the first choice is not available; and

j) Billing contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10)

calendar Days after receipt of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) calendar Days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar Days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar Days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Collocation Space Reservation Application. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment

will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

a) Cancellation notification within ninety (90) calendar Days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) calendar Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest and Qwest Affiliates may option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

a) Transmission equipment – one (1) year

b) Circuit switching equipment – three (3) years

c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

a) The Party requesting the option may specify the amount of space to be optioned but not a specific location within the Wire Center, CLEC may also request space be contiguous to its existing Collocation space.

b) A requesting CLEC may option one (1) Collocation space per Wire Center.

c) The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation

- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the optioned space applies. The option quote expires seven (7) calendar Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the option time frame will begin. The prioritization of optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such option. The option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an option request to avoid expiration, CLEC must:

a) Submit a Collocation Application during the option time frame; or

b) The option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the requirements of

CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the option enforcement notice process by notifying the option party or parties with the most recent space option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The option enforcement notice serves as notification to the option party that Qwest is in possession of a valid Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar Days of receipt of the option enforcement notice. This process continues for all optioned space until all optioned space is exercised or optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars ($2.00) per square foot per month.

8.4.1.8.8 In the event that the option party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 Should Qwest receive an extraordinary number of complex Collocation Applications within a limited time frame, Qwest shall use its best efforts to meet the intervals called for in this Agreement. If Qwest nevertheless fails to meet such intervals, Qwest must demonstrate to the Commission that such failures were due solely to the fact that Qwest received an extraordinary number of complex Collocation Applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.2.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.2.2 Quotation – If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Collocation Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four (4) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application; and 4) whether the Collocation Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If a Collocation Application is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation

arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of the CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation

Acceptance. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of the CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.3.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place

in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) 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. During this period, the Collocation Entrance Facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three (3) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and, 3) whether the Collocation Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if special conditioning is

required, but not major infrastructure, is required, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if

adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) calendar Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of

the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application, unless Qwest can demonstrate that the Premises does not have an existing ICDF, or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance, unless Qwest can demonstrate that the Premises does not have an existing ICDF or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by Qwest, in accordance with CLEC's Collocation Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the

Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

8.4.7.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar Days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation

Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

8.4.8.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar Days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC.

During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar Days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process, or Special Request Process (SRP), CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission. UNEs shall only be obtained for the provision of Qualifying Services. To the extent spare capacity exists, it may then be used for Non-Qualifying Services. If it is determined that the Unbundled Network Elements are used exclusively for Non-Qualifying Services, CLEC will have thirty (30) calendar Days to contact Qwest and make alternate service arrangements.

9.1.1.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;

b) Enhanced or Information services;

c) Features or functions not offered for resale on a stand-alone basis or separate from basic exchange service; and

d) Network Elements offered pursuant to Section 271.

9.1.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with access services or other Non-Qualifying Services. All variations of Commingling of services that include a high capacity loop, which may include multiplexing or any other means by which this combination is achieved, and transport facility or service are subject to the Service Eligibility Criteria in Section 9.1.1.5. Qwest performance in connection with the Provisioning of Commingled facilities and services shall not be subject to standard Provisioning intervals, or to performance measures and remedies, if any, contained in this Agreement or elsewhere.

9.1.1.3 Qwest will not combine services or Network Elements that are required to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or

Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements.

9.1.1.3.1 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

9.1.1.3.2 Entrance Facilities obtained pursuant to Section 7 of this Agreement are not available for Commingling.

9.1.1.4 **Ratcheting.** To the extent a Qwest-provided circuit or facility includes a mix of UNEs and other services, that mixed-use facility shall be ordered and billed in accordance with Qwest's Tariff or the resale provisions of this Agreement. Such mixed-use circuits or facilities shall not be ordered or billed as Unbundled Network Elements. Qwest shall not be required to bill for such mixed use circuits or facilities at blended or multiple rates (otherwise known as ratcheting). Instead, CLEC shall be assessed the tariffed or resale rate, as appropriate, for the Commingled service.

9.1.1.4.1 To the extent a multiplexer is included in a Commingled circuit then: (1) the multiplexer will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexer will be ordered and billed pursuant to the appropriate Tariff.

9.1.1.5 Service Eligibility Criteria

9.1.1.5.1 Except as otherwise provided in this Section 9.1.1.5, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

9.1.1.5.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

9.1.1.5.2.1 **State Certification** -- CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

9.1.1.5.2.2 **Per Circuit Criteria** -- The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

9.1.1.5.2.3 **Telephone Number Assignment** -- Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call. CLEC will provide local telephone number assignments by circuit;

9.1.1.5.2.4 **911 or E911** -- Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC will provide evidence of 911 or E911 capability for each circuit to be provided to each End User Customer.

9.1.1.5.2.5 **Collocation** – CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA. In addition:

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA and state as the End User Customer's premises, when Qwest is the collocator; and

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

9.1.1.5.2.6 **Interconnection Trunking** -- CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Those arrangements that do not include two way LIS trunks cannot be attributed towards satisfaction of this criterion. CLEC will identify the Interconnection trunk(s) satisfying this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA and state as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA and state as the End User Customer served by the circuit.

9.1.1.5.2.6.1 **Calling Party Number** – Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting this criteria. For each circuit, CLEC will identify the Interconnection trunk satisfying this criterion.

9.1.1.5.2.7 **End Office Switch** -- Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic. CLEC will provide written documentation of the Switch type and CLLI code for the Switch satisfying this criterion.

9.1.1.5.3 With each order, CLEC must provide certification and the identified supporting information to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.

9.1.1.5.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meets the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the appropriate facility to the appropriate Private Line/Special Access service within thirty (30) Days.

9.1.1.5.5 **Service Eligibility and Qualifying Service Audits** -- In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility and Qualifying Service Audits of CLEC's records. For the purposes of this Section, "Qualifying Service Criteria" is whether a particular Unbundled Network Element meets the definition of a Qualifying Service, as described in Section 4 of this Agreement. Service Eligibility and Qualifying Service Audits shall be performed in accordance with the following guidelines:

9.1.1.5.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility or Qualifying Service Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

9.1.1.5.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility or Qualifying Service Audit by Qwest and shall

maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

9.1.1.5.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility or Qualifying Service Audits, provided, however, that if a Service Eligibility or Qualifying Service Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility or Qualifying Service Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility and Qualifying Service Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility or Qualifying Service Audit.

9.1.1.5.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

9.1.1.5.5.5 Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility or Qualifying Service Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility or Qualifying Service Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights for the remainder of the calendar year.

9.1.1.5.5.6 At the same time that Qwest provides notice of a Service Eligibility or Qualifying Service Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

9.1.1.5.5.7 Service Eligibility or Qualifying Service Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility or Qualifying Service Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

9.1.1.5.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility or Qualifying Service Criteria of this Section. Qwest shall not require a Service Eligibility or Qualifying Service Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

9.1.1.5.5.9 CLEC shall maintain appropriate records to support its Service Eligibility and Qualifying Service Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary

course of its business.

9.1.1.5.5.10 If a Service Eligibility or Qualifying Service Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above or the Qualifying Service Criteria, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within thirty (30) days.

9.1.1.6 On the Effective Date of this Agreement, Qwest is no longer obligated to provide to CLEC certain Network Elements that had formerly been required to be offered pursuant to Section 251 of the Act. These former Network Elements were determined by the FCC to not satisfy the FCC's impairment test. As a result, these former Network Elements are not available pursuant to this Agreement.

a) OCn Loops;

b) Feeder Subloops;

c) DS3 Loops in excess of two (2) DS3 Loops per End User Customer location;

d) E-UDIT (Extended Unbundled Dedicated Interoffice Transport) and E-UDF (Extended Unbundled Dark Fiber) from a Qwest Wire Center to a CLEC Wire Center);

e) OCn UDIT;

f) DS3 Unbundled Dedicated Interoffice Transport (UDIT) in excess of twelve (12) DS3 circuits per route;

g) Unbundled Signaling (except in conjunction with Unbundled Switching and UNE-P);

h) Call Related Databases, including 8XX, LNP, ICNAM, LIDB and AIN (except in conjunction with Unbundled Switching and UNE-P);

i) Packet Switching;

j) UDIT and UDF as a part of a Meet Point arrangement;

k) Remote Node/Remote Port;

l) Line Sharing, in accordance with the Grandfathering and Transition Plan described in Section 9.4.1.2;

m) Fiber to the Home, in accordance with Section 9.2.1.2;

n) Operator Services and Directory Assistance (except in conjunction with Unbundled Switching and UNE-P when Qwest does not provide customized routing or the equivalent);

o) Unbundled Switching at a DS1 capacity, pursuant to a transition process described in Section 9.11.2.0;

p) Unbundled Local Tandem Switching provisioned at the DS1 or above capacity;

q) SONET add/drop multiplexing; and

r) Non-copper distribution Subloop unless required to access Qwest owned inside wire at an MTE.

9.1.1.7 If, on the Effective Date of this Agreement, Qwest is providing to CLEC, pursuant to orders placed in accordance with a preceding Interconnection Agreement, any of the Network Elements described in Section 9.1.1.6 above for which an independent unbundling obligation exists under Section 271 of the Act, absent an agreement to the contrary, Qwest shall bill for such services in accordance with prices and terms that will be described on Qwest's website or applicable Tariff. Such Billing shall commence on the Effective Date of this Agreement.

9.1.1.8 The Parties acknowledge that the Commission may undertake proceedings to determine whether CLECs are impaired without access to certain Unbundled Loops, switching and transport Network Elements. In accordance with Section 9.2.1.3 (Unbundled Loops), Section 9.6.1.5 (Unbundled Dedicated Transport) and Section 9.11.2.0.1 (Unbundled Switching), upon a determination that a particular Network Element is no longer required to be provided on an unbundled basis pursuant to Section 251 of the Act, Qwest shall not be required to provide, and CLEC shall not order, such Network Elements on an unbundled basis, upon the effective date of the Commission determination.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared (such as Shared Transport). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an

End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, card existing subscriber loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross connect jumpers) in order to complete facilities to the End User Customer's premises.

9.1.2.1.2.1 Qwest will also perform routine modifications to existing loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers, including, but not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts and rearrangement of existing pairs to extend the line), adding a doubler or repeater, adding and/or rearranging an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer. Rates for such modifications are included in Exhibit A. For DS1 capable loops, this Section is effective immediately. For all other loop facilities, this Section will be effective July 2, 2004.

9.1.2.1.2.2 Qwest will also perform routine modifications to existing Dark Fiber loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers (including the work done on Dark Fiber to provision lit capacity to End User Customers). Rates for such modifications are included in Exhibit A. This Section is effective July 2, 2004. To the extent such modifications constitute a construction of Special Access services, pursuant to retail construction provisions of Special Access or stand-alone construction Tariffs, the terms and conditions of such Tariffs will apply to CLEC. The provisions of this Section shall not be construed to require Qwest to provide unbundled access to a Fiber-to-the-Home loop when Qwest deploys such a loop to an End User Customer premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

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9.1.3 Intentionally Left Blank.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per termination. The Demarcation Point shall be:

a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation Space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.13 Intentionally Left Blank.

9.1.14 Qwest will redesignate interoffice facilities (IOF) for CLEC where available, with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire copper IOF cable that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike.

9.2 Unbundled Loops

9.2.1 Description

The Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the Loop Demarcation Point at an End User Customer's premises. The Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Unbundled Loop includes DS0, DS1, and DS3 Loops. Qwest will not provide Unbundled OCn Loops or features and functionalities of OCn Loops.

9.2.1.1 Loop Demarcation Point – For the purposes of this Section, Loop Demarcation Point is the point where Qwest owned or controlled facilities cease, and

CLEC, End User Customer, owner or landlord ownership of facilities begins.

9.2.1.2 FTTH Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises.

9.2.1.2.1 FTTH New Builds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.

9.2.1.2.2 FTTH Overbuilds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH loop parallel to, or in replacement of, an existing copper loop facility:

9.2.1.2.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH loop to such premises and (ii) upon request, provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 9.2.1.2.2 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 9.2.1.2.3 below.

9.2.1.2.2.2 In the event Qwest, in accordance with the provisions of Section 9.2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element over the FTTH loop, to a 64 kbps transmission path capable of voice grade service.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH Loop, Qwest will: (i) provide notice of such planned replacement on its website (www.qwest.com/disclosures) and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of

the filing, unless the FCC rules otherwise within that period.

9.2.1.3 In the event the Commission determines, in accordance with 47 CFR 51.319(a)(4)-(6) that requesting Telecommunications Carriers are not impaired without access to DS1, DS3 or Dark Fiber Loops to a specific End User Customer location, Qwest will not provide, and CLEC shall not submit orders for, DS1, DS3, or Dark Fiber Loops, as appropriate, to such specific End User Customer locations. Qwest will maintain on its website a separate listing for DS1, DS3 and Dark Fiber Loops those End User Customer premises for which the Commission has so found. In the event CLEC has DS1, DS3 or Dark Fiber Loops in service to such a specific End User Customer location that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such Loops in accordance with the Qwest Special Access Tariff.

9.2.1.4 Where Unbundled Loops at a DS3 capacity are available, Qwest is not required to provide, and CLEC shall not submit orders for, more than two (2) Unbundled Loops at a DS3 capacity for any single End User Customer location.

9.2.1.5 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.5.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide unbundled access to the Packet Switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an End User Customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit Switch or multiple circuit Switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.

9.2.1.5.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.5.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

a) Provide nondiscriminatory access, on an unbundled basis, to

an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or

Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber Loops to CLEC where facilities are available and existing on an ICB basis. Qwest will provision fiber Loops in a non-discriminatory manner, using the same facility assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber Loops provided under this Section. Qwest shall allow CLEC to access these fiber Loops at accessible terminals including FDPs or equivalent in the Central Office, End User Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 2/4 wire non-loaded or ADSL compatible Unbundled Loop for an End User Customer served by a digital loop carrier system, Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring

charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, and BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the circuit design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet its specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77384 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are load coils on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return

unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC, via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Terminals or digital loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the Loop Facilities Assignment and Control System (LFACS) database, which will populate this Loop information into the fields in the Loop qualification tools.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation With Cooperative Testing. Coordinated Installation With Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated Appointment Time, the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled Appointment Time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and Appointment Time. If Qwest is not ready within thirty (30) minutes of the scheduled Appointment Time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation With Cooperative Testing may require a dispatch of a

technician to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation Without Cooperative Testing. Coordinated Installation Without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated Appointment Time, the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled Appointment Time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled Appointment Time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation Without Cooperative Testing is a "lift and lay" procedure without a dispatch that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation With Cooperative Testing. Basic Installation With Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a loop back acceptance test,

accept the Loop and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation With Cooperative Testing may require a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = $\leq$ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (FDT) in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four (4) employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one (1) Person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one (1) Person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the terms and conditions for multiplexing of Enhanced Extended Loop (EEL), in Section 9.23.3.9 of this Agreement.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an End User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User Customer to contact CLEC, and Qwest will initiate contact with CLEC.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the

loss of the End User Customer, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User Customer from their Current Service Provider to CLEC, CLEC is responsible for notifying the Current Service Provider of the conversion. Qwest will disconnect the Loop Qwest provided the Current Service Provider and, at CLEC's request, where technically compatible, will reuse the Loop for the service requested by CLEC (e.g., resale service).

9.2.2.15.3 When CLEC contacts Qwest with a request to convert an End User Customer from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority for any facilities made available under the terms of this section.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3 Capable Loop Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate

(BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12 may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support Systems Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the

conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to the date the new version is received by Qwest.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates

at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User

Customers. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with Loops provided to CLEC by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLEC on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

9.2.6 Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the

technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by the Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this Agreement.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Dark Fiber Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multiple Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE Terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross connect devices, (3) the interval applicable to any Collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop

b) Intentionally Left Blank.

c) Two-Wire/Four Wire Non-loaded Distribution Loop

d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross connect field at the building terminal.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross connect field to support Subloop unbundling constitutes a "Cross Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross Connect Collocation are found within Section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the terms of Section 8 and does not constitute a Cross Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the Dispute Resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or

Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access the Subloop by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings.

9.3.2.2 Intentionally Left Blank.

9.3.2.2.1 Intentionally Left Blank.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and

security. CLEC may access the MTE Terminal as a test access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) calendar Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. If CLEC requires immediate access to the Subloop, then CLEC may access the Subloop element prior to the completion of the inventory per Section 9.3.5.4.7. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accordance with Section 9.3.5.4.1.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) calendar Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required. If CLEC requests that a new SPOI be established, then CLEC shall pay Qwest a nonrecurring charge that shall be ICB, based on the scope of the work required. If the MTE Terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross connect field and Demarcation Point. Charges for such rearrangement shall be recovered through recurring termination charges.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an

extended interval if the work cannot reasonably be completed within forty-five (45) calendar Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to Section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing its facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property

owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution Section of this Agreement. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via email, of its intention to provide access to End User Customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar Days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership communicated to another CLEC at the same MTE, Qwest shall provide such notification to requesting CLEC within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) calendar Days from Qwest's receipt of such claim.

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within twenty (20) days after CLEC submits an MTE Ownership Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay the CLEC's use of the on-premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-premises wiring and if Qwest demonstrates that the facility used by CLEC is on-premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will compensate Qwest for the use of such on-premises wiring, according to rates set forth in this SGAT, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Access Protocol that is different from Qwest's Standard MTE Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering

Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar Days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If Qwest denies a request for Cross Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) calendar Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Cross Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) calendar Days of the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the

work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Access to OSS – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the Cross Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - CLEC will be charged a nonrecurring charge in accordance with Exhibit A required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Nonrecurring Jumper Charge – If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing End User Customer's analog voice-grade (POTS) service on a single copper Loop referred to herein as "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 Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User Customer by Qwest. This Section does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 Intentionally Left Blank.

9.4.1.2 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below.

9.4.1.2.1 Grandfathered Line Sharing Arrangements. Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, CLEC may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time.

9.4.1.2.2 Three Year Transition Period. CLEC may order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement") in accordance with the provisions of this subsection. The Due Date for any New Line Sharing Arrangement may be no later than October 1, 2004, and CLEC may not order any New Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign. The nonrecurring charge for the installation of Line Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be twenty-five (25) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(d) Completion of Transition. New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.

e) As of February 2, 2004, Qwest's Billing systems are not equipped to Bill the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above. Qwest will not commence Billing the rates for New Line Sharing Arrangements described in paragraphs (a) through (c) above until Qwest has provided CLEC with forty-five (45) Days notice, in accordance with Section 5.21. Until such notice has been given, and the forty-five (45) Day notice period has expired, Qwest will Bill a rate for New Line Sharing Arrangements equal to the rate in effect as of October 1, 2003, unless modified by order, ruling or decision of the FCC.

9.4.1.2.3 Discontinuation of Voice Service. Notwithstanding anything herein to the contrary, if Qwest disconnects an End User Customer's voice service in accordance with Applicable Law, then CLEC shall be required to purchase the entire loop being disconnected to continue providing DSL service to such End User Customer.

9.4.1.2.4 Successors and Assigns. Line Sharing arrangements may be transferred or assigned by CLEC to another Carrier as set forth below.

9.4.1.2.4.1 Grandfathered Line Sharing Arrangements. Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier if the DSL service to CLEC's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect

as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 9.4.1.2.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to CLEC's End User Customer or (ii) re-termination of the End User Customer's DSL service, then (a) such Line Sharing arrangement shall no longer be subject to the grandfathering provisions of Section 9.4.1.2.1 and (b) such line shall be eligible for treatment as a New Line Sharing Arrangement pursuant to, and subject to the terms and conditions of, Section 9.4.1.2.2 (including, without limitation, the specified recurring and nonrecurring charges for New Line Sharing Arrangements and the October 1, 2004 deadline for establishing New Line Sharing Arrangements).

9.4.1.2.4.2 New Line Sharing Arrangements. Any New Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier provided that such transfer or assignment takes place before October 1, 2004. Carrier will be charged the Shared Loop nonrecurring charges as provided in Exhibit A to transfer or assign New Line Sharing Arrangements. Following transfer or assignment, the New Line Sharing Arrangement in question will be assessed the monthly recurring rates described in Sections 9.4.1.2.2 (a)-(c) above, and shall be subject to termination in accordance with Sections 9.4.1.2.3 and 9.4.1.2.4. If re-termination of a New Line Sharing arrangement is required to complete any such transfer or assignment, then the new Carrier will be assessed the nonrecurring rates for New Line Sharing Arrangements as specified in Section 9.4.1.2.2 above. No transfers or assignments of New Line Sharing Arrangements shall be allowed after October 1, 2004.

9.4.2 Terms and Conditions

9.4.2.1 General.

9.4.2.1.1 To order the HUNE, CLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer as provided for in this Section, and the End User Customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the End User Customer with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Intentionally Left Blank.

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent

those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the End User Customer disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess Bridged Taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess Bridged Taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the End User Customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, CLEC can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through Splitters installed in Qwest Wire Centers. Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

9.4.2.1.7 Intentionally Left Blank.

9.4.2.2 CLEC Collocation Area Splitter.

9.4.2.2.1 If CLEC elects to have Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the Splitters or have Qwest purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing tie cables for use in connection with Line Sharing. Qwest will perform any necessary tie cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) tie cables will be needed to connect Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the Splitter. The data traffic will be routed to CLEC's network within its Collocation

area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second tie cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and Tie Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one (1) ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the tie cable must be used: one (1) pair of the tie cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one (1) tie cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One (1) pair in the tie cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the tie cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These tie cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a tie cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Qwest will provide, for each Shared Loop, the tie cable pair assignments.

9.4.2.2.5 The Demarcation Points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

9.4.2.3 Common Area Splitter Collocation.

9.4.2.3.1 If CLEC elects to have Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the Splitters will be installed in those Wire Centers in one (1) of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the

COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place Splitters on the COSMIC™/MDF. CLEC either may purchase Splitters or have Qwest purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the Splitters, but CLEC will lease the Splitters to Qwest at no cost. Qwest may co-mingle the Splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of Splitters or Qwest's inability to obtain Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two (2) ITPs and four (4) tie cables will be needed to connect the Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter. The voice and data traffic will be separated at the Splitter, and the separated voice and data traffic will be routed to the ICDF via separate tie cables (i.e., the second and third tie cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth tie cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

9.4.2.3.3 Qwest will provide the cabling used for tie cables between the Splitter and the ICDF. The Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of Splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Area Splitter Collocation.

9.4.3.2 CLEC may submit applications for additional DS0 tie cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 tie cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) Days, subject to the following terms and conditions identified below:

9.4.3.3.1 Intentionally Left Blank.

9.4.3.3.2 Intentionally Left Blank.

9.4.3.3.3 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 DS0 tie cable termination or tie cable support, the interval will default to thirty (30) Days.

9.4.3.3.4 Intentionally Left Blank.

9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, Splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC 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.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop.

9.4.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.4.2 Nonrecurring Rates for the Shared Loop.

9.4.4.2.1 Basic Installation Charge for Shared Loop – A nonrecurring charge for each Shared Loop installed will apply.

9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess Bridged Taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the End User Customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.4.4.3 Nonrecurring Rates for Tie Cable Reclassification.

9.4.4.3.1 Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing tie cable capacity, by among other things, reclassification of existing tie cables for Line Sharing, frame re-stenciling, and any other work performed between CLEC's Collocation and the Interconnection Distribution Frame (ICDF) required to provision Line Sharing.

9.4.4.4 Nonrecurring Rates for Maintenance and Repair.

9.4.4.4.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation will be applied in accordance with Section 12.3.4.

9.4.4.4.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.4.4.5 Rates for Common Area Splitter Collocation.

9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the ICDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

9.4.4.5.2 Splitter Charge – A nonrecurring charge will apply for the cost of each Splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the Splitter, plus any associated costs incurred by Qwest to order the Splitter.

9.4.4.5.3 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing Splitters in the Central Office, either in a bay, on the ICDF, or on the MDF/COSMIC™.

9.4.4.6 Splitter Tie Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie cable connected to the Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie cables and associated blocks per one hundred (100) pair between the Splitter and the ICDF or Splitter bay.

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A 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 by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop.

9.4.5.1.1 As a part of the pre-order process, CLEC can access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. CLEC will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.

9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the Splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC™/MDF and ICDF.

9.4.5.1.3 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's collocated equipment in the same Wire Center.

9.4.5.1.3.1 Intentionally Left Blank.

9.4.5.1.4 Qwest will provision the Shared Loop within the standard Unbundled Loop Provisioning interval as defined in Exhibit C.

9.4.5.1.4.1 The five (5) day Line Sharing Provisioning interval is based on the premise that Qwest Provisioning is and remains at roughly ten (10) days. It is subject to change either upon consideration of results under the OP-4 diagnostic standard for Line Sharing by either the ROC or upon Commission order. It is also subject to change upon review as Qwest retail intervals drop, under the general standard that the CLEC Line Sharing interval should remain at two (2) days less than Qwest's retail interval for xDSL services, or if it can be demonstrated that Qwest is: (a) Provisioning more than twenty-five (25) percent of CLEC Line Sharing orders without dispatch, (b) providing xDSL service to at least the same percentage of its own End User Customers without dispatch, and (c) there is a demonstrated difference of more than two (2) days in Provisioning with, versus without dispatch, then the CLEC Provisioning interval will be disaggregated.

9.4.5.1.5 CLEC shall not place initial orders for Shared Loops until all infrastructure work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a Wire Center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

9.4.5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customer in accordance with the Proof of Authorization Section.

9.4.5.2 Common Area Splitter Collocation.

9.4.5.2.1 This Section only applies to situations where CLEC orders

placement of the Splitter in a common area.

9.4.5.2.2 New Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation Application form. A single order processing charge applies. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation Application form and the applicable fee to Qwest. Standard intervals as contained in Exhibit C will apply.

9.4.5.3 Tie Cable Reclassification.

9.4.5.3.1 To the extent CLEC has existing DS0 tie cables extending from an ICDF to its Collocation space, CLEC may request that these existing DS0 tie cables be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data Loop is cross connected to the Splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at End User Customer premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its End User Customers. CLEC will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.4.6.3 Qwest and CLEC will continue to develop Maintenance and Repair 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.qwest.com/wholesale/pcat/. In the interim, Qwest and CLEC agree that the following general principles will guide the Maintenance and Repair process for Line Sharing.

9.4.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service provided to an End User Customer over a Shared Loop without the written permission of CLEC unless the End User Customer's voice service is so degraded that the End User Customer cannot originate or receive voice grade calls and/or the End User Customer authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and CLEC are responsible for their respective End User

Customer base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective End User Customers.

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the Trouble Isolation Charge (TIC).

9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g., opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. CLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g., opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate Miscellaneous Charges.

9.4.6.4 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC will leave one (1) unused, spare Splitter card in every shelf to be used for Maintenance and Repair until such time as the card must be used to fill the shelf to capacity.

9.4.6.5 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.

9.4.6.6 Qwest and CLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.4.7 Other

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9.4.7.3.1 Intentionally Left Blank.

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9.4.7.3.3 Intentionally Left Blank.

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of Interconnection of on-premises wiring and Qwest's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the End User Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the End User Customer's on-premises wiring to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User Customer's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Terms and Conditions

9.5.2.1 CLEC may use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross connect between the two. When Provisioning a NID-to-NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility-based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.

9.5.2.1.4 CLEC may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per Section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a End User Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted

best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the End User Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the End User Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current simple NID to be replaced with a different simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5. As of the Effective Date of this Agreement, Qwest has not implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes Section 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC's request, pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Ordering Process

9.5.4.1 Intentionally Left Blank.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag its jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag its jumper wire.

9.5.4.3 Subject to the terms of Section 9.5.4.2, CLEC may perform a NID-to-NID connection, according to Section 9.5.2.3, and access the End User Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the Dispute Resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions. The following transport services are not available under the terms of this Agreement:

a) Extended Unbundled Dedicated Interoffice Transport (EUDIT);

b) OCn UDIT;

c) More than twelve (12) DS3 UDIT per route;

d) UDIT as a part of a Meet Point;

e) Remote Node/Remote Port;

f) SONET add/drop multiplexing; or

g) UDIT on routes where the Commission has found no CLEC impairment.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest End Office Switches, Serving Wire Centers or Tandem Switches in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to twenty-eight (28) DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and twenty-eight (28) DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to twenty-four (24) DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and twenty-four (24) DS0 signals terminated at a Demarcation Point.

9.6.1.3 Intentionally Left Blank.

9.6.1.4 Where unbundled DS3 is available as a UNE, Qwest is not required to provide, and CLEC shall not submit orders for, more than twelve (12) DS3 UDIT channels on a specific Wire Center to Wire Center route for which unbundled DS3 UDIT is available as an Unbundled Network Element.

9.6.1.5 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS3 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS3 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS3 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

9.6.1.6 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS1 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS1 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS1

UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

9.6.1.7 All services provided in this Section, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 9.1.1.5 of this Agreement.

9.6.1.8 All services provided in this Section are subject to the Ratcheting criteria as outlined in Section 9.1.1.4 of this Agreement.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. When UDIT is combined or Commingled with high capacity loops, the circuit is subject to the Service Eligibility Criteria as stated in Section 9.1.1.5. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous dedicated transport element from one point to another. UDIT may be directly connected to Finished Services, except for services that the Commission or the FCC expressly prohibit to be connected to UDIT by existing rules.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) with its initial installation for the 3/1 multiplexer, including all twenty-eight (28) DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low side channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B."

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9.6.2.7 Intentionally Left Blank.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) Intentionally Left Blank.

d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) Intentionally Left Blank.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) Intentionally Left Blank.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) Intentionally Left Blank.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate

element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

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d) Intentionally Left Blank.

e) Intentionally Left Blank.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one (1) DS3 44.736 Mbps to twenty-eight (28) 1.544

Mbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.6.3.8 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one (1) DS1 1.544 Mbps to twenty-four (24) 64 Kbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all twenty-eight (28) channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization provisioned.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

9.6.3.10 Intentionally Left Blank.

a) Intentionally Left Blank.

b) Intentionally Left Blank.

c) Intentionally Left Blank.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes are contained in the Access to OSS Section of this Agreement.

9.6.4.1.2 Intentionally Left Blank.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate ASR. This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

a) Service Date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

á) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or

b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the Demarcation Point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT terminations on CLEC's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or

movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit strand or strands of fiber that connects two (2) points within Qwest's network within the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes a deployed route between two (2) Qwest Wire Centers; (b) UDF-Loop, which constitutes a deployed Loop between a Qwest Wire Center and an End User Customer premises; and (c) UDF MTE Subloop that begins at or near an MTE to provide access to MTE premises wiring. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.

9.7.1.2 Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF). Qwest account representatives will work with CLEC on a plan to convert any existing E-UDF to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free ASRs to convert or disconnect any existing E-UDF with Due Dates within ninety (90) Days of the Effective Date of this Agreement. This deadline may be extended, with the mutual agreement of both Parties.

9.7.1.3 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dark fiber transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, dark fiber along such route(s). Qwest will maintain on its website a listing of routes for

which the Commission has so found. In the event CLEC has dark fiber transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service within ninety (90) Days of the Commission determination. The ninety (90) Day interval may be extended, with the mutual agreement of both Parties.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with Section 9.1. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried without specific identification of location and are not readily accessible without excavation) are necessary to provide access to UDF MTE subloops. CLEC can submit an FVQP for Qwest to open any splice box and create a network Demarcation Point for access to existing Dark Fiber strands. If Qwest deems it is technically infeasible, including evaluations of space limitations, to provide CLEC access at the requested splice box, Qwest will provide CLEC with a written notification of the reasons why such access is not Technically Feasible. If Qwest and CLEC are unable to reach agreement on Technical Feasibility, the Parties may enter Dispute Resolution under this Agreement.

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9.7.2.2.2.12 Intentionally Left Blank.

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests Qwest to obtain and connect the electronic equipment, Qwest will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC. In the event CLEC requests that Qwest obtain and connect the electronic equipment to the Dark Fiber and Qwest does so, then the facilities will be rated and treated as tariffed services, UDIT or Loop UNEs of appropriate capacity, as applicable. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or two (2) strands (by the pair). CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) calendar Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its

network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 Intentionally Left Blank.

9.7.2.10 Upon thirty (30) calendar Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Intentionally Left Blank.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to Section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of the UDF-Loop. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Wire Centers within a UDF or at Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Wire Centers.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the End User Customer premises. All negotiations with the premises End User Customer and or premises owner are solely the responsibility of CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing End User Customer premises FDP, Qwest will provide to CLEC an optical jumper, not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one (1) termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: CLEC may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the End User Customer premises.

9.7.2.17.3 Intentionally Left Blank.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow CLEC to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPs or equivalent in the Wire Center, End User Customer premises or at a Qwest owned outside plant location (e.g., CEV, RT or hut).

9.7.2.20 Intentionally Left Blank.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two (2) requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an End User Customer premises.

9.7.3.1.1 CLEC must submit a UDF inquiry and CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5(b). Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF simple inquiry response and the complex inquiry response for UDF IOF and UDF Loop premises combinations will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request, (UDF-Loop or UDF-IOF), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to the installation charges specified in Exhibit A. The installation interval quoted will be in accordance with Exhibit C.

9.7.3.3.2 Intentionally Left Blank.

9.7.3.3.3 Termination at Qwest Wire Center or End User Customer premises: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a Qwest Wire Center or End User Customer premises, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply in accordance with Exhibit A.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a field verification that the route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC must contact Qwest to extend or renew reservations if there is delay in completion of the Collocation build. UDF reservations are also available for a six (6) month period if a Collocation Application has not been submitted. CLEC must submit the Collocation Application by the last day of the six (6) month period and contact Qwest with the Collocation Application information to extend the UDF reservation. All applicable UDF recurring charges specified in Section 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) Qwest Wire Centers or between a Qwest Wire Center and a Qwest End User Customer premises. A complex IRI is used to determine if a UDF MTE Subloop is available to gain access to network infrastructure within an MTE, or if a UDF IOF and UDF Loop combination is available. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an End User Customer

premises. Qwest will prepare a quote which will explain what work activities, timeframes, and additional costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar Days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and End User Customer premises (i.e., simple IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge assessed in the context of the reservation.

c) Engineering Verification. This rate element is an additional records check for Unbundled Dark Fiber, if the request involves splicing.

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber Single Strand - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two (2) UDF-IOF terminations apply per cross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

b) UDF-IOF Fiber Transport, (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between Qwest Wire Centers. This rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per strand. Cross connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements (Per Strand)

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the End User Customer premises. Two (2) UDF-Loop terminations apply per strand.

b) UDF-Loop Fiber (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between the Qwest Serving Wire Center and the End User Customer premises.

c) UDF-Loop Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per strand, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-Loop.

9.7.5.2.3 Intentionally Left Blank.

a) Intentionally Left Blank.

b) Intentionally Left Blank.

c) Intentionally Left Blank.

9.7.5.2.4 Unbundled Dark Fiber- Order Charge, First Strand/Route, Per Order.

a) This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location. See Exhibit A.

9.7.5.2.5 Unbundled Dark Fiber- Order Charge, Each Additional Strand/Route, Per Order.

a) This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request. See Exhibit A.

9.7.5.2.6 Unbundled Dark Fiber per Pair - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. See Exhibit A.

b) UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile. See Exhibit A.

9.7.5.2.7 UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross

connects already in place prior to CLEC's order for UDF-IOF. See Exhibit A.

9.7.5.2.8 Unbundled Dark Fiber - Loop Rate Elements (Per Pair)

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the End User Customer premises or an appropriate outside plant structure. A minimum of two (2) UDF-Loop terminations apply per pair, per cross connect. See Exhibit A.

b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has a recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the End User Customer premises. See Exhibit A.

c) UDF-Loop Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-Loop. See Exhibit A.

d) First Splice Location. This rate element is for the work performed at the first manhole or splicing location associated with an order. See Exhibit A.

e) Additional Splice Locations. This rate element is for the work performed at the second manhole or splicing location associated with an order that requires assessment of the first splice location element. See Exhibit A.

f) If a third splice is a required for a single order, the first splice location rate will apply.

9.7.5.2.9 Unbundled Dark Fiber- Order Charge, 1st Pair/Route, Per Order.

a) This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location. See Exhibit A.

9.7.5.2.10 Unbundled Dark Fiber- Order Charge, Each Additional Pair/Route, Per Order, Location, Request.

a) This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for the same CLEC. See Exhibit A.

9.8 Shared Transport

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one Carrier, including Qwest, between End Office Switches, between End Office Switches and Tandem Switches (local and Access Tandem Switches), and between Tandem Switches.

9.8.2 Terms and Conditions

9.8.2.1 Shared Transport is only provided for traffic on Qwest's local interoffice network that is associated with Unbundled Local Switching and Unbundled Network Element-Platform (UNE-P) services provided under this Agreement. Transport beyond Qwest's local interoffice network will be carried on Qwest's IntraLATA Toll network and provided by Qwest to CLEC only if CLEC chooses Qwest to provide IntraLATA Toll services for its Unbundled Local Switching and/or UNE-P End User Customers. The existing routing tables resident in the Switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

9.8.2.2 CLEC may custom route operator services or Directory Assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

a) Provide Shared Transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.

b) Provide Shared Transport transmission facilities between End Office Switches, between End Office Switches and Tandem Switches, and between Tandem Switches in its network.

c) Permit CLEC that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's Switch.

d) Permit CLEC to use Shared (or dedicated) Transport as an Unbundled Network Element to carry originating access traffic from, and terminating to, End User Customers to whom CLEC provides local Exchange Service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with unbundled Line Side Port and unbundled local switching via the LSR process. Shared Transport is assumed to be the

choice of routing when ordering a Port, unless specified differently by CLEC. Installation intervals are incorporated in the unbundled Line Side Port and are listed in the PCAT.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and virtual ports (virtual ports are for connecting one End User Customer to another). The DCS port is connected to the Demarcation Point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "design-to" point and a network interface at the DCS. CLEC is responsible for designing to the "design-to" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of twenty-four (24) DS0 level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two (2) methods: dial up or attendant access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those Central 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 User Customers.

9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

9.9.3.1.1 DS1 Port;

9.9.3.1.2 DS3 Port;

9.9.3.1.3 Dial Up Access; and

9.9.3.1.4 Attendant Access.

9.9.3.2 Nonrecurring rate elements include:

9.9.3.2.1 DS1 Port;

9.9.3.2.2 DS3 Port; and

9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the basic installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

9.10 Local Tandem Switching

Upon the Effective Date of this Agreement, unbundled local Tandem Switching provisioned at the DS1 or above capacity is no longer available as an Unbundled Network Element. Qwest shall provide access to local Tandem Switching in a non-discriminatory manner. Qwest shall provide access to local Tandem Switching at the DS0 level pursuant to the SRP process.

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9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses Line Side and Trunk Side facilities, plus the features, functions, and capabilities of the Switch. The features, functions, and capabilities of the Switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's End User Customers. Unbundled Local Switching also includes access to all vertical features that the Switch is capable of providing, as well as any Technically Feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer and bill for Exchange Access and termination of EAS/local traffic.

9.11.1.1.1 CLEC is not required to use Qwest's Directory Assistance Services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. CLEC may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

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9.11.1.2 Qwest's trunk Ports are utilized to access routing tables resident in Qwest's Switch, as necessary to provide access to Shared Transport. Shared Transport is described earlier in this Section of this Agreement.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk Port on the local Switch. CLEC may direct originating traffic to such a dedicated

trunk via customized routing.

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. The Special Request Process contained in Exhibit F of the Agreement shall be used when ordering the activation and/or loading of vertical features on a Switch, that are not currently activated or loaded on the Switch. If features that are loaded on Qwest's Switch(es) are migrated to AIN for Qwest's own use, the Switch software for such features will be retained on the Qwest Switch(es) for the use of CLEC and CLEC's End User Customers.

9.11.1.4 Line Ports include:

a) Analog Line Port; and

b) Digital Line Port.

9.11.1.5 Trunk Ports include but are not limited to:

a) Intentionally Left Blank.

b) Intentionally Left Blank.

c) DID/PBX Trunk Port.

d) Intentionally Left Blank.

e) Intentionally Left Blank.

9.11.1.6 The following are attributes of line Ports and include but are not limited to:

9.11.1.6.1 Telephone Number;

9.11.1.6.2 Directory Listing;

9.11.1.6.3 Dial Tone;

9.11.1.6.4 Signaling (Loop or ground start);

9.11.1.6.5 On/Off Hook Detection;

9.11.1.6.6 Audible and Power Ringing;

9.11.1.6.7 Automatic Message Accounting (AMA Recording);

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and

9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line Port is a two (2) wire interface on the Line Side of the End Office Switch that is extended to the MDF. A separate ITP must be

ordered for each analog Line Side Port to provide the connection from the MDF to the Demarcation Point. The analog line Port enables CLEC to access vertical features.

9.11.1.8 Reserved for Future Use.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.10 Digital Trunk Ports

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9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Customized Routing.

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9.11.1.11.1.6 DID service is offered with an analog or digital 2-way trunk. If digital, the individual DS0s are 2-way trunks using advanced service that requires DID Ports.

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9.11.1.12 Analog Trunk Ports

9.11.1.12.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

9.11.2 Terms and Conditions

9.11.2.0 Transition for DS1 Capacity Unbundled Local Switching -- Upon the Effective Date of this Agreement, CLEC will not place, and Qwest will not accept, any LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates that are on or before April 1, 2004, or within ninety (90) Days of the Effective Date of this Agreement, whichever is later. If CLEC does not submit LSRs to convert or disconnect its Unbundled Local Switching services at the DS1 and above capacity with Due Dates on or before April 1, 2004, Qwest will process orders on or after April 1, 2004, to disconnect such services and will bill CLEC for such services through April 1, 2004. "Unbundled Local Switching at the DS1 or above capacity" as used in this Section refers to: a) DS1 trunk Port (including local message); b) PRI ISDN trunk Port; c) DS3 trunk Port (including local message); d) GR-303 interface service; and e) OCn trunk Port (including local message).

9.11.2.0.1 **Commission Determination of No Impairment for DS0 Capacity Unbundled Local Switching** -- In the event the Commission determines, in accordance with 47 CFR 51.319(d)(2) that requesting Telecommunications Carriers are not impaired without access to Unbundled Switching serving DS0 loops in a specific market, CLEC shall commit to an implementation plan with Qwest for the migration of the embedded DS0 capacity Unbundled Switching End User Customers within two (2) months of the Commission determination. CLEC may no longer obtain access to DS0 capacity Unbundled Switching five (5) months after the Commission's determination. Qwest will maintain on its website a listing for DS0 capacity Unbundled Switching markets in accordance with the Commission's determination. Qwest account

representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS0 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS0 or above capacity before the expiration of the Transition Timelines described below.

9.11.2.0.1.1 **Transition Timeline** – CLEC shall submit orders necessary to migrate its Embedded Base of End User Customers off of DS0 capacity Unbundled Switching in accordance with the following timetables, measured from the day of the Commission determination. For purposes of calculating the number of End User Customers who must be migrated, the "Embedded Base" of End User Customers shall include all End User Customers served five (5) months from the effective date of the Commission determination.

a) **Month 13**: CLEC must submit orders for one-third (1/3) of its Embedded Base of DS0 capacity Unbundled Switching End User Customers;

b) **Month 20**: CLEC must submit orders for one-half (1/2) of its Embedded Base of DS0 capacity Unbundled Switching End User Customers;

c) **Month 27**: CLEC must submit orders for all remaining Embedded Base DS0 capacity Unbundled Switching End User Customers.

9.11.2.0.1.2 **Operational Aspects of the Migration** – CLEC and Qwest shall jointly submit the details of their implementation plans for each market to the Commission within two (2) months of the Commission's determination that requesting Telecommunications Carriers are not impaired without access to local circuit switching on an unbundled basis. CLEC shall also notify the Commission when it has submitted its orders for migration. Qwest shall notify the Commission when it has completed the migration.

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a Switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local Switch Ports include CLEC use of Qwest's signaling network for traffic originated from the Line Side switching Port, including the use of Qwest's call-related databases, other than Operational Support Systems, that are used for Billing and collection, or the transmission, routing, or other provision of a Telecommunications service. To the extent that a local circuit Switch is required to be unbundled and is used by CLEC, Qwest will provide Qwest's Service Control Points in the same manner, and via the same signaling links, as Qwest uses such Service Control Points and signaling links to provide service to its End User Customers from that Switch. Qwest's call related databases include the Enhanced 911 Database, Line Information Database (LIDB),

Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC may also use Qwest's Service Management Systems associated with the call-related databases, including access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. CLEC access to the Qwest signaling network and call-related databases shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled Switch Port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section of this Agreement.

9.11.2.4 The Line Side Port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Trunk Side Port includes the connection between the End Office Switch and the Trunk Main Distribution Frame (TMDF). The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for Line Side and Trunk Side Ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) access lines or more at a given location and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999. In the event the Commission modifies this four-line exception, this Agreement shall be modified to conform with the Commission's order(s).

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	**CLLI**	**Wire Center Name**
NONE		

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customers it intends to serve with UNEs have four (4) access lines or more at a given location in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the End User Customer is served by four (4) access lines or more at a given location, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.1.2 Qwest has not implemented market-based rates for stand-alone Unbundled Local Switching nor for Unbundled Local Switching as supplied with UNE-P Combinations. Qwest currently offers stand-alone Unbundled Local Switching and UNE-P Combinations in all Qwest geographic locations at TELRIC rates. However, Qwest reserves the

right to charge market-based rates for stand-alone Unbundled Local Switching and for Unbundled Local Switching as supplied with UNE-P Combinations as described in Section 9.11.2.5.

9.11.2.5.2 This exclusion will be calculated using the number of DS0 equivalent access lines CLEC intends to serve an End User Customer within a Wire Center specified above.

9.11.2.5.3 Reserved for Future Use.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a Loop shall not count as a second line.

9.11.2.5.6 End User Customers shall be considered individually in MTE buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the Customer of Record.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching, adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one (1) line.

9.11.2.6 CLEC must order DID numbers in blocks of twenty (20). One (1) primary Directory Listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk Ports to adequately handle the volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an Individual Case Basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement shall be modified to include a provision for disclosure of network interface changes.

9.11.2.12 CLEC may obtain Qwest's IntraLATA Toll services by identifying Qwest as the Local Primary Interexchange Carrier (LPIC) for its Unbundled Local Switching services, where applicable.

9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time nonrecurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk Ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Nonrecurring charges are incurred for the trunk Port, first trunk and each additional trunk.

9.11.3.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE rates apply unless the End User Customer to be served has four (4) access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing Port.

9.11.3.6 Qwest will bill CLEC, and CLEC will pay Qwest, for Qwest IntraLATA Toll services at Qwest's tariffed rate.

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Agreement.

9.11.4.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.

9.11.4.3 Vertical features that are loaded in a Switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to CLEC within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 Vertical features that are not loaded in a Switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within fifteen (15) business days of receipt of the Special Request.

9.11.4.5 Unbundled local Switch Ports are required when ordering unbundled Shared Transport as described in the PCAT.

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA Exchange Access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

Qwest shall provide CLEC with information necessary for CLEC to bill its End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers.

9.11.5.3 Local Usage

Qwest shall record and provide to CLEC local/EAS usage data for originating, but not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides CLEC with local/EAS usage data for terminating local traffic, Qwest shall not charge CLEC for terminating minutes of use.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's End User Customers. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a Switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.12.1.2 CLEC may elect to route its End User Customers' traffic in the same manner as Qwest routes its End User Customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 CLEC has two (2) options by which to route its End User Customers' calls:

a) CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

b) CLEC may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If CLEC's line class code(s) was previously established and deployed at a particular End Office Switch, only a deployment charge will apply per new End Office Switch location.

9.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and operator services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an Individual Case Basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for Directory Assistance and operator services traffic is included in Exhibit

A. Installation charges for all other custom routing arrangements shall be billed on an Individual Case Basis for each Switch in which the code is deployed.

9.12.4 Ordering Process

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the PCAT for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and Desired Due Dates.

9.12.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested, CLEC shall submit a fifty percent (50%) deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If CLEC elects to route its End User Customer's calls in the same manner in which Qwest routes its End User Customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

9.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific End Office Switches.

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Reference the Maintenance and Repair processes contained in this Agreement.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages associated with End User Customers served from unbundled switching and UNE-P to other Switches and Qwest's Switches, and those third party networks with which Qwest's signaling network is connected. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is

addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, call set up information and transient messages.

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9.14 AIN Services

9.14.1 Description

AIN databases are used as an enhancement to the SS7 capable network structure and operation of AIN Version 0.1 capable Switches. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to its AIN databases on an unbundled basis, to the extent that CLEC is using an unbundled local circuit Switch as required by the Commission as addressed in Section 9.11.2.2. For CLEC using its own Switch, effective with this Agreement, Qwest's AIN databases are no longer Unbundled Network Elements. Qwest provides CLEC access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services, as described below.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an Individual Case Basis. The elements are also combined on an Individual Case Basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its End User Customers any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the Provisioning of these AIN services. CLEC will be able to populate data for Provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases will be developed during the ACS process.

9.14.1.3 AIN Query Processing (AQP) – SS7 TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services described above. CLEC launches a query from an AIN capable Switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating Switch.

9.14.2 Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or

enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process as described in this Agreement. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's Switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in this Section) that is transporting the AIN query.

9.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for Provisioning the Call Processing Record (CPR) in the SCP.

9.14.2.2.4 Each End User Customer line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its Switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test CLEC Switch for AIN message transmission to assure quality performance as described in this Section. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an Individual Case Basis and is coordinated through the Qwest account manager and product manager. Due Date intervals for the proposal phase are detailed below:

a) Within five (5) business days of an inquiry, Qwest will provide CLEC with the Service Request Form.

b) Within ten (10) business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

c) Within fifteen (15) business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

d) Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.

e) Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.

f) Within ninety (90) business days of End User Customer approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable Due Dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest End User Customers.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query access from CLEC Switch within ten (10) days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.15 Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB)

9.15.1.1 Description

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for validation of calling cards, fraud prevention, Billing or service restrictions including bill to third party and collect call restrictions, and the sub-account information to be included on the call's Billing record. LIDB is also used with certain End Office Switch features to provide the caller identification. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to

Qwest's Line Information Database (LIDB) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2.

9.15.1.2 Terms and Conditions

9.15.1.2.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' line records into the LIDB from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

9.15.1.3 Rate Elements

9.15.1.3.1 There is no charge for the storage of CLEC's End User Customers' information in LIDB.

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9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

Qwest's Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Qwest's FMS issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC End User Customer lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC End User Customer lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its End User Customers. Such practices include, but are not limited to, adding denial indicators for billed to third and/or collect call Billing and initiating denial blocks on calling card personal identification (PIN) numbers.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB data storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available twenty-four (24) hours a day, seven (7) days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card, collect calls and/or third party billing. Any request of this type must be followed up by a fax or email confirmation.

9.16 8XX Database

9.16.1 The 8XX Database provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX telephone number. The call routing information in the 8XX Database is provided by the End User Customer's chosen responsible organization (referred to in the Telecommunications industry as the "RespOrg"). Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's 8XX Database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The 8XX Database provides the call routing information used by Qwest's End Office Switch to route the CLEC's End User Customer's calls to an 8XX telephone number.

9.16.1.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will use the routing information in the 8XX Database to route CLEC's End User Customer's calls to an 8XX telephone number in the same manner as Qwest routes its End User Customer's calls to that same 8XX telephone number.

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9.16.3 Rate Elements

9.16.3.1 There is no separate charge for the use of Qwest's 8XX Database for the routing of CLEC's End User Customers' calls to 8XX telephone numbers.

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9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's InterNetwork Calling Name (ICNAM) database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. The ICNAM database is used with certain End Office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest's calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request).

9.17.2.2 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' name information into the ICNAM database, which is part of the Line Information Database described in Section 9.15, from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

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9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is basis with all faults. Qwest does not warrant or guarantee the correctness or

the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's End User Customers as Qwest accesses for its End User Customers. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

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9.17.3 Rate Elements

There is no charge for the storage of CLEC's End User Customers' information in the ICNAM database (i.e., the LIDB Database).

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9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

9.20 Unbundled Packet Switching

Packet Switching is not available as an Unbundled Network Element.

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9.21 Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.21.2 Terms and Conditions

On the effective date of a Commission determination that Qwest is no longer required to provide UNE-P Combination services in a market area, Line Splitting is also not available in that market area. To the extent CLEC has an embedded base of Line Splitting End User Customers on the effective date of the Commission determination, CLEC shall transition its embedded base of Line Splitting End User Customers in accordance with the Transition Timelines for unbundled switching, as described in Section 9.11.2.0.1. In such markets where Line Splitting is not available, Loop Splitting will continue to be available pursuant to Section 9.24 of this Agreement.

9.21.2.1 General

9.21.2.1.1 The Customer of Record will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition

the Loop.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

9.21.2.1.8 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Nonrecurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A nonrecurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation will be applied in accordance with the Access to OSS – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of Record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of Record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If a UNE-P Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of Record shall submit the appropriate LSRs associated with establishing UNE-P and Line Splitting.

9.21.5 Billing

9.21.5.1 Qwest shall provide a bill to the Customer of Record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of Record for all recurring and nonrecurring UNE-P Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting 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.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service without authorization from the Customer of Record.

9.21.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess the Customer of Record the TIC Charge.

9.21.6.3.4 When trouble reported by the Customer of Record is not isolated or identified by tests for electrical faults (e.g., opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of Record on a case-by-case basis. The Customer of Record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of Record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g., opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of Record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the

appropriate Miscellaneous Charge to the Customer of Record.

9.21.6.4 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC that is the billed Customer for UNE-P Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

9.22 Reserved for Future Use

9.23 Unbundled Network Element Combinations

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combinations accessed by CLEC, except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and operator services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a DS1, or other high capacity Loop, as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar bandwidth Tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and

functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

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9.23.1.8 To the extent a UNE Combination includes use of a DS0 Capacity Unbundled Switching Network Element, such UNE Combination shall be subject to the Transition Timelines for Unbundled Switching, as described in Section 9.11.2.0.1.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Basic Rate ISDN, (iii) PBX Trunks, (iv) Centrex; and (v) Public Access Lines (PAL); and b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire and execute an amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 UNE-P-POTS: 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 Wire Voice Grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.3 UNE-P-PBX: PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Analog Direct Inward Dialing (DID) Trunks. UNE-P-PBX with Analog non-DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. UNE-P-PBX with Analog 1-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, DID Trunk Port, and Shared Transport. UNE-P-PBX with Analog 2- Way DID Trunks are comprised of the following Unbundled Network Elements: Analog – 4 wire voice grade Loop, DID Trunk Port, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and Analog DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

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9.23.3.5 UNE-P-ISDN: ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There is one (1) type of UNE-P-ISDN:

a) Basic rate (UNE-P-ISDN-BRI) – UNE-P-ISDN-BRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port (Supporting BRI ISDN), and Shared Transport.

b) Intentionally Left Blank.

For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. There are three (3) types of UNE-P Centrex: Centrex 21, Centrex Plus, and Centron. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 Wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. All

the vertical Switch features that are Technically Feasible for Centrex Service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex-Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Agreement.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.6.3 UNE-P-PAL: -- Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade loop, Analog Line Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for PAL are available with UNE-P-PAL. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from Private Line/Special Access or as new installation, subject to Section 9.1.1.5.

9.23.3.7.1 CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport to create a high capacity EEL unless CLEC certifies to Qwest that the EEL meets the Service Eligibility Criteria in Section 9.1.1.5.

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9.23.3.7.2.11 CLEC may request the conversion of an existing Private Line/Special Access Service to an EEL. Retail and/or resale Private Line circuits (including multiplexing and concentration) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section 9.1.1.5. Qwest will provide CLEC with conversions to EEL according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 Intentionally Left Blank.

9.23.3.7.2.12 EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Collocation. EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions.

9.23.3.7.2.12.2 Intentionally Left Blank.

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a high capacity EEL must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG) on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL is available only where existing facilities are available.

9.23.3.8 Ordering

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9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.3.8.4 Requests for concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1 and DS3 bandwidths. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's End User Customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's operator services platform, capability to access CLEC's Directory Assistance platform and

Qwest customized routing service; and, if desired by CLEC, access to Qwest operator services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, Directory Assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and Directory Assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order customized routing in conjunction with UNE-P for alternative operator service and/or Directory Assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with customized routing needed to utilize related functionality. For a complete description of customized routing, refer to that Section of this Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for Directory Listings in any databases in which Qwest is required to retain and/or maintain End User Customer information. Qwest shall provide CLEC's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, CLEC's End User Customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Agreement. Qwest DSL service provided to internet service providers and not provided directly to Qwest or CLEC's End User Customers is not available with UNE-P combinations.

9.23.3.11.8 Intentionally Left Blank.

9.23.3.11.9 Intentionally Left Blank.

9.23.3.11.10 Qwest is available as the LPIC for CLEC's compatible UNE-P services.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Intentionally Left Blank.

9.23.3.15 When End User Customers switch from Qwest to CLEC, or to CLEC from any other competitor and are obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. 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 contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customer changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

9.23.4.5 If an End User Customer is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

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9.23.5.1.2 Intentionally Left Blank.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer Directory Listings information are contained in the Listings and E911/911 Emergency Services Sections of this Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing Directory Listing(s) be retained upon conversion to Unbundled Local Switching Elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's Directory Listing(s) is retained "as is" in Qwest's Directory Listings databases.

9.23.5.6 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer effective with the disconnection. If Qwest is not the Current

Service Provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customer, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record or another data service provider chosen by the Customer of Record. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest's current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its Agreement to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of Record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of Record shall pay to convert back to an analog Loop.

9.24.2.1.5 Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Nonrecurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Nonrecurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation will be applied in accordance with the Access to OSS – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of Record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of Record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of Record shall submit the appropriate LSRs

associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of Record, on a monthly basis, within seven (7) to ten (10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of Record for all recurring and nonrecurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.24.6.2 The Customer of Record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed Customer for Loop Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.24.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm Customer of Record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that

allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

9.25 Line Partitioning

9.25.1 Description

Line Partitioning provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing resale Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the resale Loop to accommodate establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of Record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.25.2 Terms and Conditions

9.25.2.1 The Customer of Record will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.25.2.2 To order Line Partitioning, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.25.2.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC resale POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.25.2.4 There may be only one (1) DLEC at any given time that provides advanced data service on any given resale Loop.

9.25.2.5 The Customer of Record will be able to request conditioning of the resale Loop. Qwest will perform requested conditioning of resale Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.25.2.6 Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Partitioning, Qwest shall use the same

number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.25.2.7 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.25.3 Rate Elements

The following Line Partitioning rate elements are contained in Exhibit A of this Agreement.

9.25.3.1 Recurring Rates for Line Partitioning.

9.25.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one for voice/data.

9.25.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the resale Loop.

9.25.3.2 Nonrecurring Rates for the Line Partitioning

9.25.3.2.1 Basic Installation Charge for Line Partitioning – A nonrecurring charge for each Line Partitioning installed will apply.

9.25.3.2.2 Charge for conditioning Loop associated with resale – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the resale Loop.

9.25.3.3 Non-Recurring Rates for Maintenance and Repair

9.25.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.25.3.3.2 Additional Testing – The Customer of Record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on an Individual Case Basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.25.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.25.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 Exhibit A 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 established by the Commission.

9.25.4 Ordering Process

9.25.4.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop information tool described in the Support Functions Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific resale Loop.

9.25.4.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.25.4.3 Basic Installation "lift and lay" procedure will be used for all Line Partitioning orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.25.4.4 The Customer of Record shall not place orders for Line Partitioning until all work necessary to provision Line Partitioning in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.25.4.5 If a Line Partitioning LSR is placed to change from Line Sharing to Line Partitioning or to change the voice provider in a Line Partitioning arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.25.4.6 The Customer of Record shall submit the appropriate LSR's associated with establishing resale and Line Partitioning.

9.25.5 Billing

9.25.5.1 Qwest shall provide a bill to the Customer of Record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.25.5.2 Qwest shall bill the Customer of Record for all recurring and nonrecurring Line Partitioning rate elements.

9.25.6 Repair and Maintenance

9.25.6.1 Qwest will allow CLEC/DLEC to access Line Partitioning at the point where the combined voice and data Loop is cross connected to the Splitter.

9.25.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over Line Partitioning. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Partitioning. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be

responsible for their maintenance.

9.25.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Line Partitioning 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.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for Line Partitioning.

9.25.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of a resale Loop for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service without authorization from the Customer of Record.

9.25.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.25.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Line Partitioning in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Customer of Record the TIC Charge.

9.25.6.3.4 When trouble reported by the Customer of Record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of Record on a case-by-case basis. The Customer of Record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of Record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of Record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of Record.

9.25.6.4 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.25.6.5 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Partitioning. This

equipment must meet the requirements for Central Office equipment set by the FCC.

9.25.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.25.7 Customer of Record and Authorized Agents

9.25.7.1 "Customer of Record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Partitioning. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and x.xx.x.x to perform ordering and/or maintenance and repair functions.

9.25.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or maintenance and repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.25.8 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

Section 10.0 - ANCILLARY SERVICES

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10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Effective with this Agreement, Qwest will provide CLEC with non-discriminatory access to Qwest's LNP database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 9.11.2.2. Qwest will allow CLEC to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and

status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest

shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC End Office Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

10.2.4 Database and Query Services

10.2.4.1 Local Switch Ports include CLEC use of Qwest's Local Number Portability Database, to the extent that a local circuit Switch is required to be unbundled by the Commission as addressed in Section 9.11.2.2. The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number.

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10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated LNP forms. CLEC may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for LNP:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.6 of the Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification

properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest

error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to CLEC End User Customers with ported telephone numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for Local Number Portability.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone

number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User Customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing

table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall

contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it

provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, or a CLEC using Unbundled Switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.9 Public Switch/Automatic Location Identification (PS/ALI) Service

10.3.9.1 PS/ALI Description

10.3.9.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.1.2 CLEC's PS/ALI End User Customer systems are viewed as a Serving Wire Center within the E911 network. The Automatic Number

Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical End Office Switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received, or the default Emergency Service Number (ESN). Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network, where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

10.3.9.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

10.3.9.2 PS/ALI Terms and Conditions

10.3.9.2.1 PS/ALI service is only available in areas where E911 is currently supported. PS/ALI is not available with Basic 911 service.

10.3.9.2.2 CLEC or CLEC's PS/ALI End User Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. CLEC or CLEC's PS/ALI End User Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of End User Customer provided information.

10.3.9.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the private Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven (7) digit numbering system and the associated ANI for every station within the private Switch. If the seven (7) digit telephone number is not dialable, CLEC's PS/ALI End User Customer is responsible to identify the associated call back telephone number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If CLEC's PS/ALI End User Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

10.3.9.2.4 For PS/ALI resold service, CLEC shall meet the terms and conditions for Qwest's PS/ALI retail product.

10.3.9.3 PS/ALI Database Updates

10.3.9.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide the CLEC's PS/ALI End User Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

10.3.9.3.2 CLEC's PS/ALI End User Customer will provide the input and validation of station data directly into the ALI database. CLEC's PS/ALI End User Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish CLEC with any variations to NENA recommendations required for PS/ALI database input.

10.3.9.4 PS/ALI Database Accuracy

10.3.9.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to CLEC or CLEC's PS/ALI End User Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

10.3.9.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records.

10.3.9.5 PS/ALI Interconnection

10.3.9.5.1 Facilities-based CLEC shall interconnect direct trunks from CLEC's network to the PSAP or the E911 tandem (Selective Router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, CLEC may route PS/ALI calls over CLEC's existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either the CLEC's Switch and the E911 Selective Router or PSAP or between the CLEC's PS/ALI End User Customer PBX/Centrex/Centron and the E911 Selective Router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 Interconnection.

10.3.9.5.2 For a reseller CLEC, or a CLEC using Unbundled Switching, CLEC's PS/ALI End User Customer is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some Qwest End Office Switches over PRI trunks. If CLEC's PS/ALI End User Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

10.3.9.6 PS/ALI Rate Elements

10.3.9.6.1 Rates and charges for PS/ALI service will be assessed based on CLEC's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

10.3.9.6.2 Recurring Rates - ALI Service Features

10.3.9.6.2.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served).

10.3.9.6.2.2 Monthly recurring rate for SR for routing to designated PSAP.

10.3.9.6.3 Nonrecurring Rates

10.3.9.6.3.1 A one time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

10.3.9.6.3.2 PS/ALI Resale.

10.3.9.6.3.3 Network Access Channel (NAC) per station location.

10.3.9.6.3.4 Channel Connection (CC) per station location.

10.3.9.6.3.5 Channel Performance (CP) per station location.

10.3.9.6.3.6 Channel Transmission (CTP) per station.

10.3.9.6.3.7 Transport Mileage – Interoffice mileage between different Serving Wire Centers and is composed of mileage bands based on a fixed or a per mile rate.

10.3.9.7 PS/ALI Ordering

10.3.9.7.1 Facilities-based CLEC – PS/ALI Ordering

10.3.9.7.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI joint planning meeting, CLEC's PS/ALI Interconnection arrangement will determine the ordering process to be followed. If CLEC is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, CLEC will not be required to issue any changes to the existing E911 Interconnection arrangement. If CLEC determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from CLEC Switch to the Qwest SR, CLEC will follow the process outlined in the PCAT E911 ordering section.

10.3.9.7.1.2 ALI service features may be ordered from Qwest or directly from the third party database provider. If ordering from Qwest, CLEC will use the ASR process. If ordering directly from the third party provider, CLEC will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

10.3.9.7.2 Resale – PS/ALI Ordering

10.3.9.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or

Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

10.3.9.8 PS/ALI Billing

10.3.9.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring Billing.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's Listings database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer Listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings. Qwest will accept one (1) primary Listing for each main telephone number belonging to CLEC's End User Customers at no charge.

10.4.2.2 CLEC will be charged for premium and privacy Listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." Qwest will furnish CLEC the Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its End User Customer's Listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer Listings information for use in its Directory Assistance Service, and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or

sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages Listings for all CLEC's and Qwest's End User Customers. All requests for white pages Directory Listings, whether CLEC or Qwest End User Customers, follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted Listings provided that CLEC has supplied Qwest the necessary privacy indicators on such Listings.

10.4.2.10 CLEC white pages Listings will be in the same font and size as Listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC Listings will be provided with the same accuracy and reliability as Qwest's End User Customer Listings. Qwest will ensure CLEC Listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer Listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to Qwest are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to Qwest, including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the Listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of Local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customer Listings provided to CLEC are accurate and

complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customer Listings information provided to CLEC including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory, a notice that End User Customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying End User Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC Listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT (http://www.qwest.com/wholesale/pcat/) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory Assistance Service is a telephone number, voice Information Service that Qwest provides to its own End User Customers and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options. Qwest will provide CLEC with non-discriminatory access to its Directory Assistance Service on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 9.11.2.2, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of directory assistance service.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End User Customers to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End User Customers to receive Listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

c) There is a nonrecurring charge to load CLEC's branded

message in each Switch.

d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End User Customers' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Service, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number Listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one (1) operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End User Customers. Qwest will provide the same priority of handling for CLEC's End User Customer calls to Qwest's Directory Assistance Service as it provides for its own End User Customer calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 Reseller CLEC's End User Customers may use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance Database updates of CLEC's Listings. Qwest will implement quality assurance procedures such as random testing for Listing accuracy. Qwest will identify itself to End User Customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Directory Assistance Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A nonrecurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each Switch is also applicable. Such nonrecurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the operator services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the End User Customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published Listings, Qwest shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List information shall specify whether the Qwest End User Customer is a residential, business, or government subscriber, and the Listings of other Carriers will specify such information where it has been provided on the Carrier's Listing order.

10.6.1.4 In the event CLEC requires a reload of DA List information from Qwest's

database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to the Directory Assistance List information Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that Listings included in Qwest's Directory Assistance List information and marked as non-published or non-listed Listings, or Listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that Listings belonging to Qwest retail End User Customers provided to CLEC in Qwest's DA List information are accurate and complete. All third party DA List information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its End User Customer Listings information provided to CLEC, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the DA List information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to End User Customers calling its DA Service either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's End User Customers to a third party calling its Directory Assistance for such information, the fact that such End User Customer subscribes to Qwest's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access,

download, copy or use the DA List information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List information at least equal to the measures it takes to protect its own Confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an End User Customer, whose Listing is furnished in the DA List, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' DA List information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the End User Customer information contained within the DA List information. CLEC must remove from its database any telephone number for an End User Customer whose Listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DA List information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 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 twelve (12) month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to Audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided DA List information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their DA List information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and nonrecurring rate elements for DA List information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List information in the Listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial DA List information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End User Customers in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel. Qwest will provide CLEC with non-discriminatory access to its operator services on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 9.11.2.2, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of operator

services.

10.7.1.1.1 Local Assistance. Assists CLEC End User Customers requesting help or information on placing or completing EAS/local calls, connects CLEC End User Customers to home NPA Directory Assistance, and provides 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 Customer assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to CLEC or CLEC's End User Customers.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's operator services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest operator services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest operator services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's End Office Switch and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the

Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest operator services Switches.

10.7.2.7 Qwest will perform operator services in accordance with operating methods, practices, and standards in effect for all its End User Customers. Qwest will respond to CLEC's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide forty-five (45) Days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the operator services. CLEC shall provide and maintain the facilities necessary to connect its End User Customers 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.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User Customer at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call Branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a non-recurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End User Customers may dial "0" or "0+" to access Qwest

operator services. A facility-based CLEC may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End User Customers.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and non-recurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User Customer entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the Billing used by the End User Customer.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to Directory Assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, person or extension designated by the End User Customer.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its End User Customers and facilities that are routed to

Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's End User Customer and terminates when the connection between the Qwest operator position and CLEC's End User Customer is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User Customer enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge to CLEC a nonrecurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such nonrecurring charges prior to commencement of the service. The nonrecurring set-up and recording charge will apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order operator services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multiple tenant environment. Within a multiple tenant environment, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Law as defined in this Agreement.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW) on terms and conditions found in the Revised Qwest Rights of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and Rights of Way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) calendar Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, duct/innerduct/conduit, and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access

available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that does not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as

a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final

construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform make-ready work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) calendar Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar Days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit, or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar Days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these

terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC

§ 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which Qwest has ownership or control. Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, as reflected in Qwest's records, (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, in its possession, and (c) the nature of each ROW agreement (i.e., publicly recorded or non-recorded). Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.1.1 If Qwest has a copy of such agreement (whether publicly recorded or not) and there is no specific provision affording the third party property owner confidentiality, Qwest will provide the agreement to the CLEC when it provides the MTE matrix or ROW matrix, as applicable, to CLEC.

10.8.2.27.1.2 If Qwest has a copy of such agreement, the agreement is not publicly recorded and the agreement contains a specific provision affording the third party property owner confidentiality, then at

the time Qwest provides CLEC the MTE matrix or ROW matrix, as applicable, Qwest shall also provide a copy of the specific provision from such agreement affording the third party property owner confidentiality together with a written statement signed by a Qwest employee verifying that such employee knows such provision to be a true and correct copy from the agreement. If CLEC has already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the following information from such agreement at the time Qwest provides the MTE matrix or ROW matrix, as applicable, and confidentiality provision: (a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of Qwest's ownership or control of the ducts, conduits or rights-of-way; (b) the ownership of wire within the property described in the agreement; (c) the Demarcation Point between Qwest facilities and the property owner's facilities in the property described in the agreement; (d) to the extent the agreement affects any property interest of a third party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property; (e) the term of the agreement; and (f) the parties to the agreement. If CLEC has not already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the foregoing information (items (a) through (f), above) from such agreement within three (3) business days after CLEC satisfies one of the conditions.

10.8.2.27.2 Qwest reserves any confidentiality rights it may have with regards to the content of the agreement. Qwest will provide to CLEC a copy of an agreement listed in the MTE matrix or ROW matrix, as applicable, that has not been publicly recorded and that contains a specific provision affording the third party property owner confidentiality, upon satisfaction by CLEC of any one of the following conditions: (1) CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement; (2) CLEC provides a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC; or (3) CLEC agrees to be bound by the terms and conditions of and executes the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement. CLEC must satisfy only one of the conditions set forth in this Section. CLEC's election of the specific condition to satisfy remains at all times within its sole discretion. CLEC may specify at the time it executes this Agreement its election of the means by which it chooses to satisfy the conditions of this Section for all agreements CLEC may request during the term of this Agreement.

10.8.2.27.3 Without waiving any right it may have to confidentiality in an agreement that provides Qwest access to a multiple tenant environment that Qwest provides to CLEC or that CLEC obtains from the multiple tenant environment owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multiple tenant environment owner or operator make similar redactions prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the Demarcation Point between Qwest facilities and the owner's facilities in the property described in the agreement; (d) to determine the extent of the property interest of the third party owner, including any provisions that establish the legal description of any property interest of a third party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8.2.27 to any CLEC agents or employees engaged in sales or marketing efforts on behalf of CLEC. These limitations shall not apply if CLEC executes the Access Agreement set forth in Attachment 4 to Exhibit D of this Agreement.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between Qwest and a third party who has a multiple tenant environment in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this make-ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-

ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.4 Ordering

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate inquiry fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) calendar Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MTE matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest will provide to CLEC a copy of agreements listed in the matrices or the information set forth in Section 10.8.2.27.1.2 in accordance with the terms of Section 10.8.2.27 of this Agreement. Qwest may redact all dollar figures from

copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus $10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) in the case of poles, estimates of make-ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) calendar Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for tactical planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon

receipt of the accepted order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any make-ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) calendar Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) calendar Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) calendar Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) calendar Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar Days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall

be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved,

2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security

may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud

prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are

involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils. This Section 12.2.1.4.1.7 shall apply only to CLEC orders for Unbundled Loops or Loop combinations.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use.

12.2.1.5.2 Reserved for Future Use.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until

such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process -- Qwest shall provide a Facility Based EDI Listing interface to enable CLEC Listing data to be translated and passed into the Qwest Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that

notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if CLEC's End User Customer requests a service change at the time of installation.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

a) Resale;

b) Unbundled Switch Port; and

c) UNE-P for POTS.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

a) Intentionally Left Blank;

b) Resale;

c) Unbundled Loop

d) Unbundled Line Side Switch Port; and

e) UNE-P for POTS.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

a) Intentionally Left Blank;

b) Resale;

c) Unbundled Loop;

d) Unbundled Line Side Switch; and

e) UNE-P for POTS.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC

through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and

efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest

will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production

with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to the CLEC requesting the test procedures.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements,

T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must

receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers

contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its End User Customers

including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC End User Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact

CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Reserved for Future Use.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's Web site.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design

from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except

those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411), or CLEC may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer's calls. Additional terms and conditions with respect to customized routing are described in Section 9.12 of this Agreement. Customized routing may be ordered as an application with resale or unbundled local switching.

Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR

qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received with CLECs under this SGAT or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement. The term "Audit" also applies to the investigation of network databases supporting the Loop qualification tools. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by

this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 - SERVICE PERFORMANCE

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

21.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350.

21.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: http://www.qwest.com/techpub/.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, CLEC adopts this SGAT and upon receipt by Qwest, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

(CLEC)	**Qwest Corporation**
_____	_____
Signature	Signature
_____	_____
Name Printed/Typed	Name Printed/Typed
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A
South Dakota*

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New		Select Traffic Type	Reciprocal			Notes		
			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
6.0 Resale			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.1	**Wholesale Discount Rates**							
6.1.1	Basic Exchange Residential Line Service		15.55%		15.55%	A		A
6.1.2	Basic Exchange Business Line Service / PBX / PAL		15.55%		15.55%	A		A
6.1.3	IntraLATA Toll		15.55%		15.55%	A		A
6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS Frame Relay Service, ACS)		15.55%		15.55%	A		A
6.1.5	Listings, CO Features & Information Services		15.55%		15.55%	A		A
6.1.6	Private Line		15.55%		15.55%	A		A
6.2	**Customer Transfer Charge (CTC)**							
6.2.1	CTC for POTS Service							
	6.2.1.1	First Line						
		6.2.1.1.1 First Line (Manual)			$5.00			A
		6.2.1.1.2 Intentionally Left Blank						
		6.2.1.1.3 First Line (Mechanized)			$5.00			A
	6.2.1.2	Each Additional						
		6.2.1.2.1 Each Additional Line (Manual)			$5.00			A
		6.2.1.2.2 Intentionally Left Blank						
		6.2.1.2.3 Each Additional Line (Mechanized)			$5.00			A
6.2.2	CTC for Private Line Transport Services							
	6.2.2.1	First Circuit			$35.26			1
	6.2.2.2	Additional Circuit, per circuit, same CSR			$35.26			1
6.2.3	CTC for Advanced Communications Services, per circuit				$52.38			1
7.0	**Interconnection**							
7.1	**Entrance Facilities**							
7.1.1	Intentionally Left Blank							
7.1.2	DS1		$82.59		$223.28			#
7.1.3	DS3		$336.99		$301.15			#
7.2	**LIS EICT**							
7.2.1	Per DS1		$0.00		$0.00			
7.2.2	Per DS3		$0.00		$0.00			
7.3	**Direct Trunked Transport**							
7.3.1	Intentionally Left Blank							
7.3.2	DS1							
	7.3.2.1	Over 0 to 8 Miles	$34.75	$0.95		A	A	
	7.3.2.2	Over 8 to 25 Miles	$34.76	$1.82		A	A	
	7.3.2.3	Over 25 to 50 Miles	$34.76	$1.77		A	A	
	7.3.2.4	Over 50 Miles	$34.75	$1.23		A	A	
7.3.3	DS3							
	7.3.3.1	Over 0 to 8 Miles	$236.22	$10.43		A	A	
	7.3.3.2	Over 8 to 25 Miles	$236.53	$10.83		A	A	
	7.3.3.3	Over 25 to 50 Miles	$236.71	$9.91		A	A	
	7.3.3.4	Over 50 Miles	$243.94	$24.44		A	A	
7.4	**Multiplexing**							
7.4.1	DS1 to DS0		$181.28		$280.77	A		A
7.4.2	DS3 to DS1		$191.32		$287.45	A		A
7.5	**Trunk Nonrecurring Charges**							
7.5.1	Intentionally Left Blank							
7.5.2	DS1 Interface							
	7.5.2.1	First Trunk			$248.59			1
	7.5.2.2	Each Additional Trunk			$6.02			1
7.5.3	DS3							
	7.5.3.1	First Trunk			$255.51			1
	7.5.3.2	Each Additional Trunk			$12.95			1
7.6	**Local Traffic**							
7.6.1	End office call termination, per Minute of Use		$0.000702			#		

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
7.6.2	Tandem Switched Transport, Minute of Use		$0.000690			#		
7.6.3	Tandem Transmission, per Minute of Use							
	7.6.3.1	Over 0 to 8 Miles	$0.000412	$0.000012		A	A	
	7.6.3.2	Over 8 to 25 Miles	$0.000406	$0.000014		A	A	
	7.6.3.3	Over 25 to 50 Miles	$0.000408	$0.000013		A	A	
	7.6.3.4	Over 50 Miles	$0.000410	$0.000009		A	A	
7.7	**Local Traffic-FCC-ISP Rate Caps**							
7.7.1	MOU for June 14, 2003-June 14, 2004		$0.0007			4		
7.8	**Miscellaneous Charges**							
7.8.1	Expedite Charge (LIS Trunks)		Qwest's South Dakota Access Service Tariff					
7.8.2	Cancellation Charge (LIS Trunks)		Qwest's South Dakota Access Service Tariff					
7.8.3	Additional Testing (LIS Trunks)		Qwest's South Dakota Access Service Tariff					
7.9	**Transit Traffic**							
7.9.1	Local Transit (Local Transit Assumed Mileage = 7 Miles)		See Tandem Switching and Tandem Transmission Rates Above.					
7.9.2	IntraLATA Toll (IntraLATA Toll Assumed Mileage = 7 Miles)		Qwest's South Dakota Access Service Tariff					
7.9.3	Jointly Provided Switched Access		Qwest's South Dakota Access Service Tariff					
7.9.4	Category 11 Mechanized Record Charge, per Record		$0.001604			1		
7.10	Intentionally Left Blank							
7.11	**IntraLATA Toll Transit**		Qwest's South Dakota Access Service Tariff					
7.12	**LIS Forecasting Deposit**							
7.12.1	DS1 End Office Direct Trunking				$6,500.00			5
7.12.2	DS1 Tandem Trunking				$16,000.00			5
8.0	**Collocation**							
8.1	**All Collocation**							
8.1.1	Planning and Engineering							
	8.1.1.1	Quote Preparation Fee	AT&T Contract indicates recurring to be negotiated		$1,000.00			A
	8.1.1.2	Intentionally Left Blank						
	8.1.1.3	Collocation Cable Augment QPF			$1,409.96			1
8.1.2	Entrance Facility, per Fiber Pair							
	8.1.2.1	Standard Shared per Fiber	$6.81		$666.68	1		1
	8.1.2.2	Cross Connect per Fiber	$7.02		$781.94	1		1
	8.1.2.3	Express per Cable	$109.11		$9,741.28	1		1
8.1.3	Cable Splicing							
	8.1.3.1	Fiber - per Set-up			$474.70			A
	8.1.3.2	Per Fiber Spliced			$37.95			A
8.1.4	Power Usage							
	8.1.4.1	-48 Volt DC Power Usage, per Ampere, per Month	$15.24			A		
8.1.5	AC Power Feed							
	8.1.5.1	Intentionally Left Blank						
	8.1.5.2	AC Power Feed – per Foot, per Month						
		8.1.5.2.1 20 Amp, Single Phase	$0.0151		$8.14	1		1
		8.1.5.2.2 20 Amp, Three Phase	$0.0187		$10.10	1		1
		8.1.5.2.3 30 Amp, Single Phase	$0.0163		$8.78	1		1
		8.1.5.2.4 30 Amp, Three Phase	$0.0223		$12.06	1		1
		8.1.5.2.5 40 Amp, Single Phase	$0.0191		$10.33	1		1
		8.1.5.2.6 40 Amp, Three Phase	$0.0263		$14.21	1		1
		8.1.5.2.7 50 Amp, Single Phase	$0.0227		$12.25	1		1
		8.1.5.2.8 50 Amp, Three Phase	$0.0317		$17.10	1		1
		8.1.5.2.9 60 Amp, Single Phase	$0.0257		$13.85	1		1
		8.1.5.2.10 60 Amp, Three Phase	$0.0365		$19.69	1		1
		8.1.5.2.11 100 Amp, Single Phase	$0.0318		$17.15	1		1
		8.1.5.2.12 100 Amp, Three Phase	$0.0496		$26.78	1		1
8.1.6	Inspector Labor, per Half Hour							
	8.1.6.1	Regular Hours Rate			$27.70			A
	8.1.6.2	After Hours Rate, minimum 3 hours			$35.99			A
8.1.7	Channel Regeneration							
	8.1.7.1	DS1	$0.00		$0.00	11		11

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.1.7.2	DS3			$0.00		$0.00	11		11
8.1.8	Collocation Terminations								
8.1.8.1	Shared Access								
	8.1.8.1.1	Intentionally Left Blank							
	8.1.8.1.2	Intentionally Left Blank							
	8.1.8.1.3	Intentionally Left Blank							
	8.1.8.1.4	Fiber Termination							
		8.1.8.1.4.1	Fiber Terminations (per 12 fibers)	$28.99		$1,658.35	1		1
		8.1.8.1.4.2	Fiber Additional Connector (if applicable)	$0.84		$450.93	1		1
		8.1.8.1.4.3	Fiber Cable Racking Shared (per 12 fibers)	$2.31			1		1
		8.1.8.1.4.4	Fiber Cable Racking Dedicated	$2.79		$1,507.33	1		1
8.1.8.2	Block Terminations								
	8.1.8.2.1	DS0, per 100		$1.10		$617.55	A		A
	8.1.8.2.2	DS1, Per 28		$0.76		$449.96	A		A
	8.1.8.2.3	DS3, per Each Termination		$0.43		$249.87	A		A
8.1.8.3	Per Termination								
	8.1.8.3.1	DS0		$0.0100		$5.18	A		A
	8.1.8.3.2	DS1		$0.0200		$12.26	A		A
	8.1.8.3.3	DS3		$0.0300		$185.78	5		A
8.1.8.4	Fiber Termination								
	8.1.8.4.1	Terminations (per 12 fibers)			$28.99	$1,658.35	1		1
	8.1.8.4.2	Additional Connector (if applicable)			$0.84	$450.93	1		1
	8.1.8.4.3	Cable Racking Shared (per 12 fibers)			$2.31		1		
	8.1.8.4.4	Cable Racking Dedicated			$2.79	$1,507.33	1		1
8.1.9	Security								
8.1.9.1	Per Employee, per Card			$0.85			1		
8.1.9.2	Card Access per Employee, per Office			$7.04			1		
8.1.9.3	Central Office Security Infrastructure			ICB		ICB	3		3
8.1.10	Composite Clock / Central Office Clock Synchronization								
8.1.10.1	Synchronization – Composite Clock, per Port			$8.49			1		
8.1.11	-48 Volt DC Power Cable, per Foot, Per A and B Feeder								
8.1.11.1	20 Amp Feed			$0.11		$70.21	A		A
8.1.11.2	Intentionally Left Blank								
8.1.11.3	40 Amp Feed			$0.15		$95.20	A		A
8.1.11.4	Intentionally Left Blank								
8.1.11.5	60 Amp Feed			$0.17		$107.22	A		A
8.1.12	Space Availability Charge					$340.32			1
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of the Non-Recurring Fee					
8.1.14	Collocation Space Option Administration Fee					$1,146.74			1
8.1.15	Collocation Space Option Fee			$2.00			2		
8.2	**Virtual Collocation**								
8.2.1	Maintenance Labor, per Half Hour								
8.2.1.1	Regular Hours Rate					$24.54			A
8.2.1.2	After Hours Rate					$32.64			A
8.2.2	Training Labor, per Half Hour								
8.2.2.1	Regular Hours Rate					$24.54			A
8.2.3	Equipment Bay, per Shelf			$3.88			A		
8.2.4	Engineering Labor, per Half Hour								
8.2.4.1	Regular Hours Rate					$23.93			A
8.2.4.2	After Hours Rate					$32.01			A
8.2.5	Installation Labor, per Half Hour								
8.2.5.1	Regular Hours Rate					$27.70			A
8.2.5.2	After Hours Rate					$35.99			A
8.2.6	Rent								
8.2.6.1	Floor Space Lease, per Square Foot								
	8.2.6.1.1	Zone 1		$2.75			A		
	8.2.6.1.2	Zone 2		$2.26			A		

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
		8.2.6.1.3	Zone 3	$2.06			A		
8.2.7	Planning and Engineering Fee								
	8.2.7.1	Quote Preparation Fee, per Collocation Ordered				$4,469.55			1
8.2.8	Intentionally Left Blank								
8.2.9	Power Plant								
	8.2.9.1	DC Power Cable							
		8.2.9.1.1	20 Amp, Power Feed, per Feed	$8.37		$4,521.83	1		1
		8.2.9.1.2	30 Amp, Power Feed, per Feed	$9.53		$5,148.43	1		1
		8.2.9.1.3	40 Amp, Power Feed, per Feed	$11.52		$6,218.08	1		1
		8.2.9.1.4	Intentionally Left Blank						
		8.2.9.1.5	60 Amp, Power Feed, per Feed	$20.39		$11,012.44	1		1
		8.2.9.1.6	100 Amp, Power Feed, per Feed	$34.40		$18,573.95	1		1
		8.2.9.1.7	200 Amp, Power Feed, per Feed	$64.03		$34,575.21	1		1
		8.2.9.1.8	300 Amp, Power Feed, per Feed	$100.69		$54,367.53	1		1
		8.2.9.1.9	400 Amp, Power Feed, per Feed	$142.96		$77,194.68	1		1
8.3	**Cageless Physical Collocation**								
8.3.1	Planning and Engineering Fee								
	8.3.1.1	Quote Preparation Fee, Per Collocation Ordered				$4,469.55			1, 9
	8.3.1.2	Augment Quote Preparation Fee				$1,445.39			1
8.3.2	Space Construction and Site Preparation								
	8.3.2.1	Site Preparation Fee				ICB			3
	8.3.2.2	2 Bays		$39.45		$21,299.26	1		1
	8.3.2.3	Intentionally Left Blank							
	8.3.2.4	Intentionally Left Blank							
	8.3.2.5	Each Additional Bay, per Bay		$0.87		$471.75	A		A
	8.3.2.6	Intentionally Left Blank							
	8.3.2.7	DC Power Cable							
		8.3.2.7.1	20 Amp-Initial Feed Only, per Initial Power Feed	$8.37		$4,521.83	1		1
		8.3.2.7.2	30 Amp-Initial Feed Only, per Initial Power Feed	$9.53		$5,148.43	1		1
		8.3.2.7.3	40 Amp-Initial Feed Only, per Initial Power Feed	$11.52		$6,218.08	1		
		8.3.2.7.4	60 Amp-Initial Feed Only, per Initial Power Feed	$20.39		$11,012.44	1		1
		8.3.2.7.5	100 Amp Initial Feed Only, per Initial Power Feed	$34.40		$18,573.95	1		1
		8.3.2.7.6	200 Amp Initial Feed Only, per Initial Power Feed	$64.03		$34,575.21	1		1
		8.3.2.7.7	300 Amp Initial Feed Only, per Initial Power Feed	$100.69		$54,367.53	1		1
		8.3.2.7.8	400 Amp Initial Feed Only, per Initial Power Feed	$142.96		$77,194.68	1		1
				$6.13		$2,482.44	1		1
8.3.3	Floor Space Lease, per Square Foot								
	8.3.3.1	Zone 1		$2.75			A		
	8.3.3.2	Zone 2		$2.26			A		
	8.3.3.3	Zone 3		$2.06			A		
8.4	**Caged Physical Collocation**								
8.4.1	Planning and Engineering Fee								
	8.4.1.1	Quote Preparation Fee, per Collocation Ordered				$4,469.55			1, 9
	8.4.1.2	Quote Preparation Fee- Augment				$1,445.39			1
8.4.2	Space Construction and Site Preparation								
	8.4.2.1	Site Preparation Fee				ICB			3
	8.4.2.2	Intentionally Left Blank							
	8.4.2.3	Intentionally Left Blank							
	8.4.2.4	Space Construction							
		8.4.2.4.1	Cage Up to 100 sq Ft	$68.56		$37,019.76	1		1
		8.4.2.4.2	Cage - 101 Sq Ft to 200 Sq Ft	$60.82		$32,842.03	1		1
		8.4.2.4.3	Cage - 201 Sq Ft to 300 Sq Ft	$75.11		$40,554.00	1		1
		8.4.2.4.4	Cage - 301 Sq Ft to 400 Sq Ft	$78.69		$42,491.50	1		1
	8.4.2.5	Intentionally Left Blank							
	8.4.2.6	DC Power Cable							
		8.4.2.6.1	20 Amp, Power Feed, per Feed	$10.41		$5,621.76	1		1
		8.4.2.6.2	30 Amp, Power Feed, per Feed	$11.47		$6,192.23	1		1
		8.4.2.6.3	40 Amp, Power Feed, per Feed	$13.71		$7,404.38	1		1
		8.4.2.6.4	60 Amp, Power Feed, per Feed	$22.64		$12,222.79	1		1
		8.4.2.6.5	100 Amp, Power Feed, per Feed	$36.84		$19,890.97	1		1
		8.4.2.6.6	200 Amp, Power Feed, per Feed	$68.57		$37,026.82	1		1
		8.4.2.6.7	300 Amp, Power Feed, per Feed	$107.33		$58,222.54	1		1
		8.4.2.6.8	400 Amp, Power Feed, per Feed	$153.10		$82,668.28	1		1
8.4.3	Space Construction - Fencing Credit								
	8.4.3.1	Cage - Up to 100 Sq. Ft.		($10.35)		($5,590.02)	1		1

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.4.3.2	Cage - 101 Sq. Ft - 200 Sq. Ft		($12.91)		($6,969.92)	1		1
8.4.3.3	Cage - 201 Sq. Ft - 300 Sq. Ft		($14.50)		($7,828.84)	1		1
8.4.3.4	Cage - 301 Sq. Ft - 400 Sq. Ft		($16.01)		($8,645.52)	1		1
8.4.4	Floor Space Lease, per Square Foot							
8.4.4.1	Zone 1		$2.75			A		
8.4.4.2	Zone 2		$2.26			A		
8.4.4.3	Zone 3		$2.06			A		
8.4.5	Intentionally Left Blank							
8.4.6	Intentionally Left Blank							
8.4.7	Intentionally Left Blank							
8.4.8	Grounding							
8.4.8.1	2/0 AWG – per foot		$0.0179		$9.68	1		1
8.4.8.2	1/0 AWG – per foot		$0.0316		$17.04	1		1
8.4.8.3	4/0 AWG – per foot		$0.0371		$20.05	1		1
8.4.8.4	350 kcmil – per foot		$0.0479		$25.88	1		1
8.4.8.5	500 kcmil – per foot		$0.0555		$29.95	1		1
8.4.8.6	750 kcmil – per foot		$0.0846		$45.66	1		1
8.5	**Adjacent Collocation**				ICB			3
8.6	**Remote Collocation**							
8.6.1	Physical, Virtual, and Adjacent (Existing) Remote Collocation							
8.6.1.1	Space (per Standard Mounting Unit)		$0.53		$728.98	1		1
8.6.1.2	FDI Terminations (per 25 Pair)		$0.32		$531.18	1		1
8.6.1.3	Power Usage							
	8.6.1.3.1	-48 Volt DC Power Usage, per Ampere, per Month	$15.24			8		
8.6.1.4	Quote Preparation Fee				ICB			3
8.6.2	Adjacent Remote Collocation, New				ICB			3
8.6.3	Additional Virtual Remote Collocation Elements							
8.6.3.1	Flat Charge, per Job				$36.96			1
8.6.3.2	Engineering Rate, Per Half Hour				$36.44			1
8.6.3.3	Maintenance, per Half Hour				$30.05			1
8.6.3.4	Installation, per Half Hour				$30.05			1
8.6.3.5	Training, per Half Hour				$30.05			1
8.7	**CLEC to CLEC**							
8.7.1	Design Engineering & Installation							
8.7.1.1	Fiber Flat Charge (Design Engineering & Installation - No Cables)				$1,458.64			1
8.7.1.2	Flat Charge (Design Engineering & Installation - No Cables)				$815.31			1
8.7.2	Cable Racking, Per Foot							
8.7.2.1	DS0		$0.18445			1		
8.7.2.2	DS1		$0.19724			1		
8.7.2.3	DS3		$0.16761			1		
8.7.2.4	Fiber		$1.52558			1		
8.7.3	Virtual Connections (if applicable - Connections only No Cables)							
8.7.3.1	DS0 (Per 100 Connections)				$195.47			1
8.7.3.2	DS1 (Per 28 Connections)				$91.54			1
8.7.3.3	DS3 (Per 1 Connection)				$6.25			1
8.7.4	Cable Hole (if Applicable)				$470.49			1
8.7.5	CLEC to CLEC Cross-Connection				$223.74			1
8.8	**Interconnection Distribution Frame (ICDF) Collocation**				ICB			3
8.9	**Application to Request Cancellation**							
8.9.1	Additional Labor Other, per Half Hour or fraction thereof							
8.9.1.1	Additional Labor Other - Basic				$28.19			1
8.9.1.2	Additional Labor Other - Overtime				$37.65			1
8.9.1.3	Additional Labor Other - Premium				$47.13			1
8.9.2	Additional Dispatch				$123.51			1
8.10	**Microwave Entrance Facility**		ICB		ICB	3		3
8.11	**Intentionally Left Blank**							
8.12	**Intentionally Left Blank**							
8.13	**Intentionally Left Blank**							

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
8.14	**Collocation Transfer of Responsibility**								
8.14.1	Wireline and Wireless Local Interconnection Service Trunks								
	8.14.1.1	Per Trunk Group				$30.89			5
	8.14.1.2	Per Facility Circuit				$30.89			5
8.14.2	Transfer of Responsibility Assessment Fee					$1,058.00			5
8.14.3	Netrwork System Administration Fee					$1,663.00			5
8.14.4	Unbundled Loop, per Circuit					$30.89			5
8.14.5	Subloop, and Shared Distribution Loop, per Circuit					$30.89			5
8.14.6	Line Sharing and Line Splitting, per Circuit					$30.89			5
8.14.7	Unbundled Dedicated Interoffice Transport, per Circuit					$30.89			5
8.14.8	Unbundled Dark Fiber					$30.89			5
8.14.9	Enhanced Extended Loop / Loop MUX Combination, per Circuit					$30.89			5
8.14.10	Loop Splitting, per Circuit					$30.89			5
8.15	**Intentionally Left Blank**								
8.16	**Collocation Decommissioning**								
8.16.1	Additional Labor Other, per Half Hour or fraction thereof								
	8.16.1.1	Additional Labor Other - Basic				$28.19			1
	8.16.1.2	Additional Labor Other - Overtime				$37.65			1
	8.16.1.3	Additional Labor Other - Premium				$47.13			1
8.16.2	Additional Dispatch					$123.51			1
8.17	**Joint Testing**								
8.17.1	Virtual Collocation Maintenance Charge (price contains a one hour set up fee)					$49.08			5
8.17.2	Per half-hour test time fee at the Virtual Collocation Charge					$24.54			5
9.0	**Unbundled Network Elements (UNEs)**								
9.1	**Interconnection Tie Pairs (ITP), per Termination**								
9.1.1	DS0								
	9.1.1.1	DS0 2-wire		$1.14			A		
	9.1.1.2	DS0 4-wire		$1.45			A		
9.1.2	DS1			$12.57			A		
9.1.3	DS3			$36.56			A		
9.2	**Unbundled Loops**								
9.2.1	Analog Loops					See 9.2.4			
	9.2.1.1	2-Wire Voice Grade Loop							
		9.2.1.1.1	Zone 1	$15.20			#		
		9.2.1.1.2	Zone 2	$16.56			#		
		9.2.1.1.3	Zone 3	$21.77			#		
	9.2.1.2	Intentionally Left Blank							
	9.2.1.3	4-Wire Voice Grade Loop							
		9.2.1.3.1	Zone 1	$29.82			#		
		9.2.1.3.2	Zone 2	$32.50			#		
		9.2.1.3.3	Zone 3	$42.72			#		
9.2.2	Nonloaded Loops					See 9.2.4			
	9.2.2.1	2-Wire Nonloaded Loop							
		9.2.2.1.1	Zone 1	$15.20			#		
		9.2.2.1.2	Zone 2	$16.56			#		
		9.2.2.1.3	Zone 3	$21.77			#		
	9.2.2.2	Intentionally Left Blank							
	9.2.2.3	4-Wire Nonloaded Loop							
		9.2.2.3.1	Zone 1	$29.82			#		
		9.2.2.3.2	Zone 2	$32.50			#		
		9.2.2.3.3	Zone 3	$42.72			#		
	9.2.2.4	Cable Unloading / Bridge Tap Removal				$58.50			12
9.2.3	Digital Capable Loops								
	9.2.3.1	Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop				See 9.2.2.3			
		9.2.3.1.1	Zone 1	$15.20			#		
		9.2.3.1.2	Zone 2	$16.56			#		
		9.2.3.1.3	Zone 3	$21.77			#		
	9.2.3.2	Intentionally Left Blank							
	9.2.3.3	DS1 Capable Loop				See-9.2.5			
		9.2.3.3.1	Zone 1	$120.17			#		
		9.2.3.3.2	Zone 2	$120.93			#		

Exhibit A
South Dakota*

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	9.2.3.3.3	Zone 3	$123.65			#		
9.2.3.4	DS3 Capable Loop				See-9.2.6			
	9.2.3.4.1	Zone 1	$765.48			#		
	9.2.3.4.2	Zone 2	$799.74			#		
	9.2.3.4.3	Zone 3	$1,032.54			#		
9.2.3.5	Intentionally Left Balnk							
9.2.3.6	2-Wire Extension Technology		$21.49			A		
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.		See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation							
	9.2.4.1.1	First			$55.27			#
	9.2.4.1.2	Each Additional			$48.77			#
9.2.4.2	Basic Installation with Performance Testing							
	9.2.4.2.1	First			$142.10			#
	9.2.4.2.2	Each Additional			$86.61			#
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.4.3.1	First			$171.87			#
	9.2.4.3.2	Each Additional			$94.09			#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.4.4.1	First			$59.81			#
	9.2.4.4.2	Each Additional			$53.32			#
9.2.4.5	Basic Installation with Cooperative Testing							
	9.2.4.5.1	First			$142.10			#
	9.2.4.5.2	Each Additional			$86.61			#
9.2.5	DS1 Loop Installation Charges		See 9.2.3.3					
9.2.5.1	Basic Installation							
	9.2.5.1.1	First			$179.80			1
	9.2.5.1.2	Each Additional			$122.82			1
9.2.5.2	Basic Installation with Performance Testing							
	9.2.5.2.1	First			$315.96			1
	9.2.5.2.2	Each Additional			$217.23			1
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.5.3.1	First			$356.55			1
	9.2.5.3.2	Each Additional			$217.23			1
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.5.4.1	First			$189.06			1
	9.2.5.4.2	Each Additional			$132.07			1
9.2.5.5	Basic Installation with Cooperative Testing							
	9.2.5.5.1	First			$315.96			1
	9.2.5.5.2	Each Additional			$217.23			1
9.2.6	DS3 Loop Installation Charges		See 9.2.3.4					
9.2.6.1	Basic Installation							
	9.2.6.1.1	First			$179.80			1
	9.2.6.1.2	Each Additional			$122.82			1
9.2.6.2	Basic Installation with Performance Testing							
	9.2.6.2.1	First			$315.96			1
	9.2.6.2.2	Each Additional			$217.23			1
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.6.3.1	First			$356.55			1
	9.2.6.3.2	Each Additional			$217.23			1
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.6.4.1	First			$189.06			1
	9.2.6.4.2	Each Additional			$132.07			1
9.2.6.5	Basic Installation with Cooperative Testing							
	9.2.6.5.1	First			$315.96			1

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
			9.2.6.5.2 Each Additional			$217.23			1
	9.2.7	Intentionally Left Blank							
	9.2.8	Private Line to Unbundled Loop Conversions				$37.36			1
9.3	**Subloop**								
	9.3.1	2-Wire Distribution Loop (applies to both Analog and Non-loaded)							
		9.3.1.1 First Loop				$112.61			1
		9.3.1.2 Each Additional Loop				$32.32			1
		9.3.1.3 First & Each Additional 2-Wire Distribution Loop							
			9.3.1.3.1 Zone 1	$10.68			#		
			9.3.1.3.2 Zone 2	$11.64			#		
			9.3.1.3.3 Zone 3	$15.30			#		
	9.3.2	Intentionally Left Blank							
	9.3.3	Intra-Building Cable		$0.52			1		
		9.3.3.1 No Dispatch First				$58.18			1
		9.3.3.2 No Dispatch Each Additional				$24.27			1
		9.3.3.3 Dispatch First				$103.10			1
		9.3.3.4 Dispatch Each Additional				$34.29			1
	9.3.4	Feeder Loop							
		9.3.4.1 DS1 Capable Feeder Loop							
			9.3.4.1.1 First Loop			$328.85			1
			9.3.4.1.2 Each Additional			$233.25			1
			9.3.4.1.3 First & Each Additional DS1 Capable Feeder Loop						
			9.3.4.1.3.1 Zone 1	$104.90			#		
			9.3.4.1.3.2 Zone 2	$105.66			#		
			9.3.4.1.3.3 Zone 3	$108.39			#		
	9.3.5	MTE Terminal Subloop Access							
		9.3.5.1 Subloop MTE - POI Site Inventory (per inventory)				$135.07			1
		9.3.5.2 MTE - POI Rearrangement of Facilities				ICB			3
		9.3.5.3 MTE - POI Construction of New SPOI		ICB			3		
	9.3.6	Intentionally Left Blank							
	9.3.7	Field Connection Point							
		9.3.7.1 Feasibility Fee/Quote Preparation Fee				$1,343.90			1
	9.3.8	Intentionally Left Blank							
	9.3.9	Intentionally Left Blank							
	9.3.10	Intentionally Left Blank							
	9.3.11	Intentionally Left Blank							
	9.3.12	Construction Fee		ICB		ICB	3		3
9.4	**Shared Services**								
	9.4.1	Shared Loop							
		9.4.1.1 Grandfathered Shared Loop, per Loop, **Orders Received Prior to 10/2/03**		$0.00		$37.27	#		1
		9.4.1.2 Shared Loop, per Loop, **Orders Received 10/2/03 - 10/1/04**							
			9.4.1.2.1 Shared Loop, Initial Rates	$0.00			13		
			9.4.1.2.2 Shared Loop, per Loop 10/-2/03 - 10/1/04	$3.80			14		
			9.4.1.2.3 Shared Loop, per Loop 10/-2/04 - 10/1/05	$7.60			14		
			9.4.1.2.4 Shared Loop, per Loop 10/-2/05 - 10/1/06	$11.40			14		
	9.4.2	UNE - P Line Splitting							
		9.4.2.1 Basic Installation Charge for UNE-P Line Splitting				$37.27			1
	9.4.3	Loop Splitting							
		9.4.3.1 Basic Installation Charge for Loop Splitting				$37.27			1
	9.4.4	OSS, per Order		$3.21			1		
	9.4.5	Reclassification Charge				ICB			3
	9.4.6	Splitter Shelf Charge		$4.39		$532.56	1		1

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.4.7	Splitter TIE Cable Connections								
	9.4.7.1	Splitter in the Common Area -- Data to 410 block		$5.19		$2,804.98	1		1
	9.4.7.2	Splitter in the Common Area -- Data direct to CLEC		$5.52		$2,981.61	1		1
	9.4.7.3	Splitter on the IDF - Data to 410 block		$1.58		$853.16	1		1
	9.4.7.4	Splitter on the IDF - Data direct to CLEC		$3.11		$1,679.72	1		1
	9.4.7.5	Splitter on the MDF - Data to 410 block		$1.63		$882.73	1		1
	9.4.7.6	Splitter on the MDF - Data direct to CLEC		$3.69		$1,991.96	1		1
9.4.8	Engineering					$1,300.49			1
9.5	**Network Interface Device (NID)**					$58.58			A
9.6	**Unbundled Dedicated Interoffice Transport (UDIT)**								
9.6.1	DS0 UDIT					$276.13			1
	9.6.1.1	Over 0 to 8 Miles		$17.14	$0.09		A	A	
	9.6.1.2	Over 8 to 25 Miles		$17.12	$0.12		A	A	
	9.6.1.3	Over 25 to 50 Miles		$17.13	$0.11		A	A	
	9.6.1.4	Over 50 Miles		$17.14	$0.07		A	A	
9.6.2	DS1 UDIT					$321.82			1
	9.6.2.1	Over 0 to 8 Miles		$34.75	$0.95		A	A	
	9.6.2.2	Over 8 to 25 Miles		$34.76	$1.82		A	A	
	9.6.2.3	Over 25 to 50 Miles		$34.76	$1.77		A	A	
	9.6.2.4	Over 50 Miles		$34.75	$1.23		A	A	
9.6.3	DS3 UDIT					$321.82			1
	9.6.3.1	Over 0 to 8 Miles		$236.22	$10.43		A	A	
	9.6.3.2	Over 8 to 25 Miles		$236.53	$10.83		A	A	
	9.6.3.3	Over 25 to 50 Miles		$236.71	$9.91		A	A	
	9.6.3.4	Over 50 Miles		$243.94	$24.44		A	A	
9.6.4	Intentionally Left Blank								
9.6.5	Intentionally Left Blank								
9.6.6	Intentionally Left Blank								
9.6.7	UDIT DS0 Channel Performance								
	9.6.7.1	DS0 UDIT Low Side Channelization		$14.76			1		
	9.6.7.2	DS1 / DS0 Low Side Channelization		$8.42		$206.94	1		1
9.6.8	Multiplexing (Stand Alone)								
	9.6.8.1	DS1 to DS0		$181.28		$280.77	A		A
	9.6.8.2	DS3 to DS1		$298.66		$3,011.44	1		1
9.6.9	Intentionally Left Blank								
9.6.10	Intentionally Left Blank								
9.6.11	UDIT Rearrangement								
	9.6.11.1	DS0 Single Office				$169.61			1
	9.6.11.2	DS0 Dual Office				$213.10			1
	9.6.11.3	UDIT High Capacity Rearrangement, Single Office				$232.73			1
	9.6.11.4	UDIT High Capacity Rearrangement, Dual Office				$260.79			1
9.7	**Unbundled Dark Fiber (UDF)**								
9.7.1	Initial Records Inquiry (IRI)								
	9.7.1.1	Simple				$256.27			1
	9.7.1.2	Complex				$300.84			1
9.7.2	Field Verification and Quote Preparation (FVQP)					$1,025.51			1
9.7.3	Field Verification (Engineering Verification)					$352.26			1
9.7.4	UDF - Single Strand								
	9.7.4.1	UDF-Interoffice Facility (IOF) - Single Strand							
		9.7.4.1.1	Order Charge, per First Strand / Route / Order			$535.56			1
		9.7.4.1.2	Order Charge, Each Additional Strand / Same Route			$276.19			1
		9.7.4.1.3	Fiber Transport, per Strand / Mile		$56.40		1		
		9.7.4.1.4	Termination, Fixed per Strand / Office		$4.82		1		
		9.7.4.1.5	Fiber Cross-Connect per Strand / Office		$2.59		1		
	9.7.4.2	UDF-Loop Charges - Single Strand							
		9.7.4.2.1	Order Charge, per First Strand / Route / Order			$535.86			1
		9.7.4.2.2	Order Charge, Each Additional Strand / Same Route			$276.19			1

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
		9.7.4.2.3	Fiber Loop, per Route / Strand		$158.39		1		
		9.7.4.2.4	Termination, Fixed per Strand / Office		$4.82		1		
		9.7.4.2.5	Termination, Fixed per Strand / Premise		$3.63		1		
		9.7.4.2.6	Fiber Cross-Connect per Strand / Office		$2.59		1		
	9.7.5	UDF - per Pair							
		9.7.5.1	UDF-IOF Charges						
		9.7.5.1.1	Order Charge per Route / Order			$535.86			1
		9.7.5.1.2	Order Charge, Each. Additional / Same Route			$276.19			1
		9.7.5.1.3	Fiber Transport, per Mile / Pair		$73.32		1		
		9.7.5.1.4	Termination, Fixed per Office		$10.19		1		
		9.7.5.1.5	Fiber Cross-Connect per Pair/Office		$5.18	$21.90	1		1
		9.7.5.2	UDF-Loop Charges						
		9.7.5.2.1	Order Charge per Route / Order			$535.86			1
		9.7.5.2.2	Order Charge, Each. Additional / Same Route			$276.19			1
		9.7.5.2.3	Fiber Loop, per Pair / Route		$205.91		1		
		9.7.5.2.4	Termination, Fixed, per Office		$9.95		1		
		9.7.5.2.5	Termination, Fixed, per Premise		$7.49		1		
		9.7.5.2.6	Fiber Cross-Connect, per Office		$5.18	$21.90	1		1
		9.7.5.3	Intentionally Left Blank						
	9.7.6	Dark Fiber Splice				$673.51			1
9.8	**Shared Transport**								
	9.8.1	Per Minute of Use - TELRIC Based Rate		$0.00138786			5		
9.9	**Unbundled Customer Controlled Rearrangement Element (UCCRE)**								
	9.9.1	DS1 Port		ICB		ICB	3		3
	9.9.2	DS3 Port		ICB		ICB	3		3
	9.9.3	Dial Up Access		ICB			3		
	9.9.4	Attendant Access		ICB			3		
	9.9.5	Virtual Ports				ICB	3		3
9.10	**Intentionally Left Blank**								
9.11	**Local Switching**								
	9.11.1	Ports							
		9.11.1.1	Analog Line Side Port						
		9.11.1.1.1	First Port	$1.84		$101.15	A		A
		9.11.1.1.2	Each Additional Port	$1.84		$54.43	A		A
		9.11.1.2	Digital Line Side Port (Supporting BRI ISDN)						
		9.11.1.2.1	First Port	$11.65		$237.87	1		1
		9.11.1.2.2	Each Additional Port	$11.65		$237.87	1		1
		9.11.1.3	Digital Trunk Ports						
		9.11.1.3.1	PBX / DID Trunk Port, per DS0	$4.10		$213.24	1		1
		9.11.1.4	DS0 Analog Trunk Port						
		9.11.1.4.1	First Port	$21.97		$127.02	1		1
		9.11.4.1.2	Each Additional Port	$21.97		$30.98	1		1
		9.11.1.5	Local Usage, Per Minute of Use	$0.000702			#		
	9.11.2	Vertical Features							
		9.11.2.1	**Basic Features**				6		
		9.11.2.1.2	Account Codes - per system			$81.28			1
		9.11.2.1.3	Attendant Access Line, per Station Line			$1.17			1
		9.11.2.1.4	Audible Message Waiting			$1.03			1
		9.11.2.1.5	Authorization Codes, per system			$243.08			1
		9.11.2.1.7	Automatic Line, per Station Line			$0.35			1
		9.11.2.1.8	Automatic Route Selection, Common Equipment, per System			$2,132.83			1
		9.11.2.1.11	Call Drop			$0.35			1
		9.11.2.1.12	Call Exclusion, Automatic			$1.03			1
		9.11.2.1.13	Call Exclusion, Manual			$0.68			1
		9.11.2.1.15	Call Forwarding Incoming Only			$38.52			1
		9.11.2.1.24	Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment			$38.52			1
		9.11.2.1.25	Call Forwarding Don't Answer / Call Forward Busy, Customer Programmable, per Line			$1.03			1
		9.11.2.1.38	Call Waiting Indication, per timing state			$1.03			1
		9.11.2.1.43	Centrex Common Equipment			$1,225.34			1
		9.11.2.1.57	CLASS - Continuous Redial			$1.28			1

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.11.2.1.58	CLASS - Last Call Return				$1.29			1
9.11.2.1.59	CLASS - Priority Calling				$1.22			1
9.11.2.1.60	CLASS - Selective Call Forwarding				$1.28			1
9.11.2.1.61	CLASS - Selective Call Rejection				$1.22			1
9.11.2.1.72	Direct Station Select / Busy Lamp Field, per Arrangement				$0.35			1
9.11.2.1.73	Directed Call Pickup with Barge-in				$20.48			1
9.11.2.1.74	Directed Call Pickup without Barge-in				$20.48			1
9.11.2.1.75	Distinctive Ring/Distinctive Call Waiting				$40.95			1
9.11.2.1.79	Expensive Route Warning Tone- per system				$73.05			1
9.11.2.1.80	Facility Restriction Level, per system				$44.94			1
9.11.2.1.82	Group Intercom- per Line				$0.46			1
9.11.2.1.83	Hot Line, per Line				$1.03			1
9.11.2.1.85	Hunting: Multiposition Hunt Queuing, per Group				$39.20			1
9.11.2.1.86	Hunting: Multiposition Series Hunting							1
9.11.2.1.87	Hunting: Multiposition with Announcement in Queue				$39.20			1
9.11.2.1.88	Hunting: Multiposition with Music in Queue				$41.39			1
9.11.2.1.91	ISDN Short Hunt				$1.73			1
9.11.2.1.93	Loudspeaker Paging, per trunk Group				$179.33			1
9.11.2.1.94	Make Busy Arrangements, per Group				$0.68			1
9.11.2.1.95	Make Busy Arrangements, per Line				$0.68			1
9.11.2.1.96	Message Center, per main Station Line				$0.35			1
9.11.2.1.98	Message Waiting Visual, per Line				$0.35			1
9.11.2.1.99	Music On Hold, per system				$23.50			1
9.11.2.1.104	Privacy Release, per Station Line				$0.48			1
9.11.2.1.105	Query Time, per Station Line				$0.35			1
9.11.2.1.114	Station Camp-On Service, per main Line, per Line				$0.35			1
9.11.2.1.118	Time of Day Control for ARS, per system				$127.82			1
9.11.2.1.119	Time of Day NCOS Update				$0.55			1
9.11.2.1.120	Time of Day Routing, per Line				$0.52			1
9.11.2.1.123	Trunk Verification from Designated Station				$0.40			1
9.11.2.1.124	UCD in hunt Group, per Line				$0.68			1
9.11.2.1.126	SMDR-P - Service Establishment Charge, Initial Installation				$344.67			1
9.11.2.1.127	SMDR-P - Archived Data				$180.10			1
9.11.2.2	**Additional Premium Features**							
9.11.2.2.1	CMS, Systen Establishment, Initial Installation				$987.00			1
9.11.2.2.2	CMS, Systen Establishment, Subsequent Installation				$493.50			1
9.11.2.2.3	CMS, Packet Control Capacity, per System				$493.50			1
9.11.2.2.4	Conference Calling, Meet Me				$43.15			1
9.11.2.2.5	Conference Calling, Preset				$43.15			1
9.11.2.2.6	Conference Calling, Station Dial				$46.36			1
9.11.2.3	**CLASS Call Trace, per attempt**				$1.48			1
9.11.3	Subsequent Order Charge				$13.78			1
9.11.4	Local Switching - Market Based Rates		Available on in Zone 1 Wire Centers					
9.12	**Customized Routing**							
9.12.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only				$320.87			1
9.12.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing				$235.05			1
9.12.3	All Other Custom Routing		ICB		ICB	3		3
9.13	**Intentionally Left Blank**							
9.14	**Intentionally Left Blank**							
9.15	**Intentionally Left Blank**							
9.16	**Intentionally Left Blank**							
9.17	**Intentionally Left Blank**							
9.18	**Intentionally Left Blank**							
9.19	**Construction Charges**							
9.19.1	CLEC Requested UNE Construction (CRUNEC)							
9.19.1.1	Unbundled Dark Fiber Quote Preparation Fee				$1,584.90			5
9.19.1.2	Subloop Quote Preparation Fee				$1,584.90			5
9.19.1.3	Unbundled Loop Quote Preparation Fee				$1,584.90			5
9.19.1.4	Loop MUX Combo Quote Preparation Fee				$1,584.90			5
9.19.1.5	EEL Quote Preparation Fee				$1,584.90			5
9.19.1.6	UDIT Quote Preparation Fee				$1,584.90			5

Exhibit A
South Dakota*

		Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.19.2	Construction of Network Capacity Facilities or Space for Access to or use of UNEs	ICB		ICB	3		3
9.20	**Miscellaneous Charge**						
9.20.1	Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1	Additional Engineering – Basic			$32.34			1
9.20.1.2	Additional Engineering – Overtime			$40.00			1
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1	Additional Labor Installation – Overtime			$9.19			1
9.20.2.2	Additional Labor Installation – Premium			$18.39			1
9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1	Additional Labor Other – Basic			$28.19			1
9.20.3.2	Additional Labor Other – Overtime			$37.65			1
9.20.3.3	Additional Labor Other – Premium			$47.13			1
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance – Basic			$29.95			1
9.20.4.2	Testing and Maintenance – Overtime			$40.00			1
9.20.4.3	Testing and Maintenance – Premium			$50.06			1
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service – Basic			$28.19			1
9.20.5.2	Maintenance of Service – Overtime			$37.65			1
9.20.5.3	Maintenance of Service – Premium			$47.13			1
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing – Basic			$29.95			1
9.20.6.2	Additional Cooperative Acceptance Testing – Overtime			$40.00			1
9.20.6.3	Additional Cooperative Acceptance Testing – Premium			$50.06			1
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing - Basic			$29.95			1
9.20.7.2	Nonscheduled Cooperative Testing – Overtime			$40.00			1
9.20.7.3	Nonscheduled Cooperative Testing – Premium			$50.06			1
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing – Basic			$29.95			1
9.20.8.2	Nonscheduled Manual Testing – Overtime			$40.00			1
9.20.8.3	Nonscheduled Manual Testing – Premium			$50.06			1
9.20.9	Cooperative Scheduled Testing						
9.20.9.1	Cooperative Scheduled Testing - Loss	$0.08			1		
9.20.9.2	Cooperative Scheduled Testing - C Message Noise	$0.08			1		
9.20.9.3	Cooperative Scheduled Testing - Balance	$0.34			1		
9.20.9.4	Cooperative Scheduled Testing - Gain Slope	$0.08			1		
9.20.9.5	Cooperative Scheduled Testing - C Notched Noise	$0.08			1		
9.20.10	Manual Scheduled Testing						
9.20.10.1	Manual Scheduled Testing - Loss	$0.17			1		
9.20.10.2	Manual Scheduled Testing -C- Message Noise	$0.17			1		
9.20.10.3	Manual Scheduled Testing - Balance	$0.68			1		
9.20.10.4	Manual Scheduled Testing - Gain Slope	$0.17			1		
9.20.10.5	Manual Scheduled Testing - C Notched Noise	$0.17			1		
9.20.11	Additional Dispatch			$123.51			1
9.20.12	Date Change			$48.14			1
9.20.13	Design Change			$105.34			1
9.20.14	Expedite Charge			ICB			3
9.20.15	Cancellation Charge			ICB			3
9.21	**Channel Regeneration**						
9.21.1	DS1	$0.00		$0.00	11		11
9.21.2	DS3	$0.00		$0.00	11		11
9.22	**Intentionally Left Blank**						
9.23	**UNE Combinations**						
9.23.1	Intentionally Left Blank						
9.23.2	UNE-P Conversion Nonrecurring Charges						
9.23.2.1	UNE-P POTS, CENTREX, Analog PBX Trunks, Mechanized						
9.23.2.1.1	First			$0.69			1
9.23.2.1.2	Each Additional			$0.14			1

			Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
	9.23.2.2	UNE-P POTs, Centrex, PAL, Analog PBX, Manual						
	9.23.2.2.1	First			$16.54			1
	9.23.2.2.2	Each Additional			$2.76			1
	9.23.2.3	UNE-P PBX DID Trunks						
	9.23.2.3.1	First			$30.09			1
	9.23.2.3.2	Each Additional			$2.82			1
	9.23.2.4	UNE-P ISDN BRI						
	9.23.2.4.1	First			$31.97			1
	9.23.2.4.2	Each Additional			$2.82			1
9.23.3	UNE-P New Connection Nonrecurring Charges							
	9.23.3.1	UNE-P POTS Centrex, Analog PBX Trunks, Mechanized						
	9.23.3.1.1	First			$56.44			1
	9.23.3.1.2	Each Additional			$16.19			1
	9.23.3.2	UNE-P POTs, Centrex, PAL, Analog PBX, Manual						
	9.23.3.2.1	First			$83.78			1
	9.23.3.2.2	Each Additional			$18.81			1
	9.23.3.3	UNE - P PBX DID, per Trunk			$165.26			1
	9.23.3.4	UNE - P ISDN BRI			$317.33			1
9.23.4	Miscellaneous - DID Trunks							
	9.23.4.1	Complex Translations Digits Outpulsed Change Signaling			$14.59			1
	9.23.4.2	DID Complex Translations Signaling Change			$34.05			1
	9.23.4.3	DID Block Compromise			$25.69			1
	9.23.4.4	DID Group of 20 Numbers			$34.18			1
	9.23.4.5	DID Reserve Sequential # Block			$25.54			1
	9.23.4.6	DID Reserve Nonsequential Telephone Number			$23.84			1
	9.23.4.7	DID Nonsequential Telephone Number			$35.87			1
	9.23.4.8	UNE-P Complex Translation for Trunkside Termination			$143.91			1
9.23.5	UNE - P Qwest DSL				See applicable Qwest retail Tariff, Catalog, or Price List			
9.23.6	**Loop MUX Combo**							
	9.23.6.1	Interconnection Tie Pairs (ITP), per Termination						
	9.23.6.1.1	DS1	$12.57			8		
	9.23.6.1.2	DS3	$36.56			8		
	9.23.6.2	LMC Loop DS0 2-Wire Analog						
	9.23.6.2.1	First			$239.60			1
	9.23.6.2.2	Each Additional			$156.36			1
	9.23.6.2.3	Zone 1	$15.20			8		
	9.23.6.2.4	Zone 2	$16.56			8		
	9.23.6.2.5	Zone 3	$21.77			8		
	9.23.6.3	LMC Loop DS0 4 Wire Analog						
	9.23.6.3.1	First			$239.60			1
	9.23.6.3.2	Each Additional			$156.36			1
	9.23.6.3.3	Zone 1	$120.17			8		
	9.23.6.3.4	Zone 2	$120.93			8		
	9.23.6.3.5	Zone 3	$123.65			8		
	9.23.6.4	DS1 LMC Loop						
	9.23.6.4.1	First			$303.07			1
	9.23.6.4.2	Each Additional			$221.90			1
	9.23.6.4.3	Zone 1	$120.17			8		
	9.23.6.4.4	Zone 2	$120.93			8		
	9.23.6.4.5	Zone 3	$123.65			8		
	9.23.6.5	Private Line to Loop MUX Combo Conversion			$37.36			1
	9.23.6.6	LMC Multiplexing						
	9.23.6.6.1	Loop MUX DS1 to DS0			$201.69			1
	9.23.6.6.2	Loop MUX DS3 to DS1			$201.69			1
	9.23.6.7	DS0 Channel Performance						
	9.23.6.7.1	DS1 / DS0 Low Side Channelization	$8.42			1		

Exhibit A
South Dakota*

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
9.23.7	**Enhanced Extended Loop (EEL)**								
	9.23.7.1	EEL Loop, DS0 2-Wire Analog							
		9.23.7.1.1	First			$260.73			1
		9.23.7.1.2	Each Additional			$194.28			1
		9.23.7.1.3	Zone 1	$15.20			#		
		9.23.7.1.4	Zone 2	$16.56			#		
		9.23.7.1.5	Zone 3	$21.77			#		
	9.23.7.2	EEL Loop, DS0 4-Wire Analog							
		9.23.7.2.1	First			$260.73			1
		9.23.7.2.2	Each Additional			$194.28			1
		9.23.7.2.3	Zone 1	$29.82			#		
		9.23.7.2.4	Zone 2	$32.50			#		
		9.23.7.2.5	Zone 3	$42.72			#		
	9.23.7.3	EEL Loop, DS1							
		9.23.7.3.1	First			$319.65			1
		9.23.7.3.2	Each Additional			$238.47			1
		9.23.7.3.3	Zone 1	$120.17			#		
		9.23.7.3.4	Zone 2	$120.93			#		
		9.23.7.3.5	Zone 3	$123.65			#		
	9.23.7.4	EEL Loop, DS3							
		9.23.7.4.1	First			$344.51			1
		9.23.7.4.2	Each Additional			$263.33			1
		9.23.7.4.3	Zone 1	$765.48			#		
		9.23.7.4.4	Zone 2	$799.74			#		
		9.23.7.4.5	Zone 3	$1,032.54			#		
	9.23.7.5	Intentionally Left Blank							
	9.23.7.6	Private Line to EEL Conversion				$37.36			1
	9.23.7.7	Intentionally Left Blank							
	9.23.7.8	EEL Transport							
		9.23.7.8.1	DS0 UDIT						
			9.23.7.8.1.1 Over 0 to 8 Miles	$17.14	$0.09		8	8	
			9.23.7.8.1.2 Over 8 to 25 Miles	$17.12	$0.12		8	8	
			9.23.7.8.1.3 Over 25 to 50 Miles	$17.13	$0.11		8	8	
			9.23.7.8.1.4 Over 50 Miles	$17.14	$0.07		8	8	
		9.23.7.8.2	DS1						
			9.23.7.8.2.1 Over 0 to 8 Miles	$34.75	$0.95		8	8	
			9.23.7.8.2.2 Over 8 to 25 Miles	$34.76	$1.82		8	8	
			9.23.7.8.2.3 Over 25 to 50 Miles	$34.76	$1.77		8	8	
			9.23.7.8.2.4 Over 50 Miles	$34.75	$1.23		8	8	
		9.23.7.8.3	DS3						
			9.23.7.8.3.1 Over 0 to 8 Miles	$236.22	$10.43		8	8	
			9.23.7.8.3.2 Over 8 to 25 Miles	$236.53	$10.83		8	8	
			9.23.7.8.3.3 Over 25 to 50 Miles	$236.71	$9.91		8	8	
			9.23.7.8.3.4 Over 50 Miles	$243.94	$24.44		8	8	
	9.23.7.9	Intentionally Left Blank							
	9.23.7.10	EEL Multiplexing							
		9.23.7.10.1	DS1 to DS0	$181.28		$268.83	8		1
		9.23.7.10.2	DS3 to DS1	$191.32		$268.83	8		1
	9.23.7.11	EEL DS0 Channel Performance							
		9.23.7.11.1	DS0 Low Side Channelization	$14.76			1		
		9.23.7.11.2	DS1 / DS0 MUX, Low Side Channelization	$8.42			1		
	9.23.7.12	Concentration Capability		ICB		ICB	3		3
10.0	**Ancillary Services**								
	10.1	**Local Number Portability**							
	10.1.1	LNP Queries		See FCC Tariff #1 Section 13 & 20					1
	10.1.2	LNP Managed Cuts							
		10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			$52.62			1
		10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			$68.47			1
		10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			$84.34			1

Exhibit A
South Dakota*

					Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
10.2	**911/E911**									
	10.2.1	911/E911				No Charge				
	10.2.2	Public Switch / Automatic Location Identification (PS / ALI) Service								
		10.2.2.1	Selective Routing (SR) Per 100 station lines		$4.43		$4.02	5		5
		10.2.2.2	Automatic Location Identification (ALI) per 100 station lines		$4.43		$4.02	5		5
		10.2.2.3	Automatic Location Identification (ALI), Selective Routing (SR) per 100 station lines		$4.43		$4.02	5		5
		10.2.2.4	PS/ALI Set up charge		$4.43		$1,660.70	5		5
		10.2.2.5	Control Office Incoming Trunk		$4.43		$16.61	5		5
	10.2.3	PS / ALI Loop								
		10.2.3.1	DS0 2 / 4-Wire							
			10.2.3.1.1	First			$260.73			1
			10.2.3.1.2	Each Additional			$194.28			1
		10.2.3.2	Recurring Loop Rates for DS0							
			10.2.3.2.1	Link DS0 2-Wire Analog						
				10.2.3.2.1.1 Zone 1	$15.20			8		
				10.2.3.2.1.2 Zone 2	$16.56			8		
				10.2.3.2.1.3 Zone 3	$21.77			8		
			10.2.3.2.2	Link, DS0 4-Wire Analog						
				10.2.3.2.2.1 Zone 1	$29.82			8		
				10.2.3.2.2.2 Zone 2	$32.50			8		
				10.2.3.2.2.3 Zone 3	$42.72			8		
		10.2.3.3	DS0 Channel Performance							
			10.2.3.3.1	DS0 Low Side Channelization	$14.76			8		
		10.2.3.4	DS0 Transport							
			10.2.3.4.1	Over 0 to 8 Miles	$17.14	$0.09		8	8	
			10.2.3.4.2	Over 8 to 25 Miles	$17.12	$0.12		8	8	
			10.2.3.4.3	Over 25 to 50 Miles	$17.13	$0.11		8	8	
			10.2.3.4.4	Over 50 Miles	$17.14	$0.07		8	8	
		10.2.3.5	DS1 Transport							
			10.2.3.5.1	Over 0 to 8 Miles	$34.75	$0.95		8	8	
			10.2.3.5.2	Over 8 to 25 Miles	$34.76	$1.82		8	8	
			10.2.3.5.3	Over 25 to 50 Miles	$34.76	$1.77		8	8	
			10.2.3.5.4	Over 50 Miles	$34.75	$1.23		8	8	
		10.2.3.6	DS3 Transport							
			10.2.3.6.1	Over 0 to 8 Miles	$236.22	$10.43		8	8	
			10.2.3.6.2	Over 8 to 25 Miles	$236.53	$10.83		8	8	
			10.2.3.6.3	Over 25 to 50 Miles	$236.71	$9.91		8	8	
			10.2.3.6.4	Over 50 Miles	$243.94	$24.44		8	8	
10.3	**White Pages Directory Listings, Facility Based Providers**									
	10.3.1	Primary Listing				No Charge				
	10.3.2	Premium / Privacy Listings				General Exchange Tariff Rate, Less Wholesale Discount				
10.4	**Directory Assistance, Facility Based Providers**									
	10.4.1	Local Directory Assistance, Per Call			$0.34			2		
	10.4.2	National Directory Assistance, per Call			$0.36			2		
	10.4.3	Call Branding, Set- Up and Recording								
		10.4.3.1	Individual Session				$35,000.00			2
		10.4.3.2	Shared Recording Session (minimum 3 customers per session)				$15,000.00			2
	10.4.4	Loading Brand, per Switch					$175.00			2
	10.4.5	Call Completion Link, per Call			$0.09			2		
10.5	**Directory Assistance List Information**									
	10.5.1	Initial Database Load, per Listing			$0.025			2		
	10.5.2	Reload of Database, per Listing			$0.020			2		
	10.5.3	Daily Updates, per Listing			$0.050			2		
	10.5.4	One-time Set-Up Fee			$77.44			2		
	10.5.5	Media Charges for File Delivery								
		10.5.5.1	Electronic Transmission		$0.002			2		

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	$30.00			2		
10.5.5.3 Shipping Charges (for tape delivery)			ICB			3
10.6 Toll and Assistance Operator Services, Facility Based Providers,						
10.6.1 **Option A** – Per Message						
10.6.1.1 Operator Handled Calling Card	$1.45			2		
10.6.1.2 Machine Handled Calling Card	$0.60			2		
10.6.1.3 Station Call	$1.50			2		
10.6.1.4 Person Call	$3.50			2		
10.6.1.5 Connect to Directory Assistance	$0.75			2		
10.6.1.6 Busy Line Verify, per Call	$1.95			2		
10.6.1.7 Busy Line Interrupt	$2.05			2		
10.6.1.8 Operator Assistance, per Call	$0.50			2		
10.6.2 **Option B** – Per Operator Work Second and Computer Handled Calls						
10.6.2.1 Operator Handled, per Operator Work Second	$0.028			2		
10.6.2.2 Machine Handled, per Call	$0.25			2		
10.6.2.3 Call Branding, Set- Up and Recording						
10.6.2.3.1 Individual session			$35,000.00			2
10.6.2.3.2 Shared recording session (minimum 3 customers per session)			$15,000.00			2
10.6.2.4 Loading Brand, per Switch			$175.00			2
10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
10.7.1 Pole Inquiry Fee, per Mile			$443.19			1
10.7.2 Innerduct Inquiry Fee, per Mile			$308.94			1
10.7.3 ROW Inquiry Fee			$491.54			1
10.7.4 ROW Document Preparation Fee			$145.76			1
10.7.5 Field Verification Fee, per Pole			$24.29			1
10.7.6 Field Verification Fee, per Manhole			$205.30			1
10.7.7 Planner Verification, per Manhole			$16.26			1
10.7.8 Manhole Verification Inspector, per Manhole			$109.32			1
10.7.9 Manhole Make-Ready Inspector, per Manhole			$291.53			1
10.7.10 Intentionally Left Blank						
10.7.11 Pole Attachment Fee, per Foot, per Year						
10.7.11.1 Urban						
10.7.11.1.1 2004	$3.29			4		
10.7.11.1.2 2005	$3.53			4		
10.7.11.2 Non-Urban						
10.7.11.2.1 2004	$4.72			4		
10.7.11.2.2 2005	$5.32			4		
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	$0.2242			4		
10.7.13 Access Agreement Consideration			$10.00			2
10.7.14 Make Ready			ICB			3
12.0 Operational Support Systems						
12.1 Development and Enhancements, per Order			No Charge At This Time			10
12.2 Ongoing Maintenance, per Order			No Charge At This Time			10
12.3 Daily Usage Record File, per Record	$0.000441			1		
12.4 Trouble Isolation Charge			See 9.20			
17.0 Bona Fide Request Process						
17.1 Processing Fee			$2,448.77			1

NOTES:

Unless otherwise indicated, all rates are pursuant South Dakota Public Utilities Commission Dockets:

A: Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999

Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.

[1] Rates addressed in Cost Docket filed on October 15, 2002.
[2] Market-based rates
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates not addressed in the Cost Docket (estimated TELRIC)
[6] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No Monthly Recurring rate applies.
[7] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
[8] Rate has been ordered in a different section and is being used due to the similar characteristics of the element. This rate will be replaced when a rate is developed or ordered for this product.

Exhibit A
South Dakota*

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC

[9] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.

[10] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.

[11] Effective 8/1/03, Qwest will not charge the Channel Regeneration charges of: DS1 REC $12.21, NRC $311.69 and DS3 REC $12.21, NRC $311.69 that were approved in Docket TC96-184. Contract amendments to remove the charges are not required. Qwest reserves the right to the contractual rate only after appropriate notice is given. Future regulatory rulings and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.

[12] The Cable Unloading/Bridge Tap Removal charge of $58.50 approved in Docket No. TC96-184 , does not apply until further notice.

[13] Initially, Qwest will bill the grandfathered recurring rates for new Shared Loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five (45) day notice. Rates will be applied prospectively.

[14] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1 ($15.20) as the basis rate. 10/2/03 - 10/1/04 was developed using 25% of basis rate; 10/2/04 - 10/1/05 was developed using 50% of basis rate; 10/2/05 - 10/1/06 was developed using 75% of basis rate. New Shared Loop Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all Shared Loop arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such Shared Loop arrangement.



Service Performance Indicator Definitions (PID)

14-State 271 PID Version 6.0

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 6.0

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

Qwest's Service Performance Indicator Definitions

Table of Contents

ELECTRONIC GATEWAY AVAILABILITY 1
GA-1 – Gateway Availability – IMA-GUI 1
GA-2 – Gateway Availability – IMA-EDI 2
GA-3 – Gateway Availability – EB-TA 3
GA-4 – System Availability – EXACT 4
GA-6 – Gateway Availability – GUI -- Repair 5
GA-7 – Timely Outage Resolution following Software Releases 6
PRE-ORDER/ORDER 7
PO-1 – Pre-Order/Order Response Times 7
PO-2 – Electronic Flow-through 10
PO-3 – LSR Rejection Notice Interval 12
PO-4 – LSRs Rejected 13
PO-5 – Firm Order Confirmations (FOCs) On Time 14
PO-6 – Work Completion Notification Timeliness 17
PO-7 – Billing Completion Notification Timeliness 18
PO-8 – Jeopardy Notice Interval 20
PO-9 – Timely Jeopardy Notices 21
PO-10 – LSR Accountability 22
PO-15 – Number of Due Date Changes per Order 23
PO-16 – Timely Release Notifications 24
PO-19 – Stand-Alone Test Environment (SATE) Accuracy 26
ORDERING AND PROVISIONING 27
OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center 27
OP-3 – Installation Commitments Met 28
OP-4 – Installation Interval 31
OP-5 – New Service Quality 34
OP-6 – Delayed Days 39
OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop 42
OP-8 – Number Portability Timeliness 43
OP-13 – Coordinated Cuts On Time – Unbundled Loop 44
OP-15 – Interval for Pending Orders Delayed Past Due Date 46
OP-17 – Timeliness of Disconnects associated with LNP Orders 49
MAINTENANCE AND REPAIR 51
MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center 51
MR-3 – Out of Service Cleared within 24 Hours 52
MR-4 – All Troubles Cleared within 48 hours 54
MR-5 – All Troubles Cleared within 4 hours 56
MR-6 – Mean Time to Restore 58
MR-7 – Repair Repeat Report Rate 61
MR-8 – Trouble Rate 64
MR-9 – Repair Appointments Met 67
MR-10 – Customer and Non-Qwest Related Trouble Reports 68
MR-11 – LNP Trouble Reports Cleared within 24 Hours 70
BILLING 72
BI-1 – Time to Provide Recorded Usage Records 72

BI-2 – Invoices Delivered within 10 Days 73
BI-3 – Billing Accuracy – Adjustments for Errors 74
BI-4 – Billing Completeness 75
DATABASE UPDATES 76
DB-1 – Time to Update Databases 76
DB-2 – Accurate Database Updates 78
DIRECTORY ASSISTANCE 79
DA-1 – Speed of Answer – Directory Assistance 79
OPERATOR SERVICES 80
OS-1 – Speed of Answer – Operator Services 80
NETWORK PERFORMANCE 81
NI-1 – Trunk Blocking 81
NP-1 – NXX Code Activation 83
COLLOCATION 85
CP-1 – Collocation Completion Interval 85
CP-2 – Collocations Completed within Scheduled Intervals 88
CP-3 – Collocation Feasibility Study Interval 91
CP-4 – Collocation Feasibility Study Commitments Met 92
DEFINITION OF TERMS 93
GLOSSARY OF ACRONYMS 97

Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

Purpose:
Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.

Description:

GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.

- Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI.

- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-2 – Gateway Availability – IMA-EDI

Purpose:

Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:

Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. (See GA-1D for reporting of SIA system availability.)

Formula:

([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-3 – Gateway Availability – EB-TA

Purpose:
Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-4 – System Availability – EXACT

Purpose:
Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.

Description:
Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
([Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-6 – Gateway Availability – GUI -- Repair

Purpose:

Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:

Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time" hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:

[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-7 – Timely Outage Resolution following Software Releases

Purpose:
Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.

Description:

- Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved [NOTE 1] within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.
- Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, & Tracking (EXACT)[NOTE 2], Electronic Bonding– Trouble Administration (EB -TA) [NOTE 3]
- An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest's ability to serve its customers or data loss [NOTE 4] on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.
- The outage resolution time interval considered in this measurement starts at the time Qwest's monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.

Reporting Period: Monthly	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage) ÷ (Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)] x 100

Exclusions:

- Outages in releases prior to any CLEC migrating to the release.
- Duplicate reports attributable to the same software defect.

Product Reporting: None	**Standards:** Volume = 1-20: 1 miss Volume > 20: 95%

Availability: Available	**Notes:** 1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. 2. EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 3. Outages reported under EB-TA are the same as outages in MEDIACC. 4. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose:
Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.

Description:
PO-1A & PO-1B:
Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.

PO-1C:

- Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response.

PO-1D:

- Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. NOTE 1

Reporting Period: One month	**Unit of Measure:** PO-1A, PO-1B, & PO-1D: Seconds PO-1C: Percent

PO-1 – Pre-Order/Order Response Times (continued)

Reporting Comparisons: CLEC aggregate.	**Disaggregation Reporting:** Region-wide level. Results are reported as follows: PO-1A Pre-Order/Order Response Time for IMA-GUI PO-1B Pre-Order/Order Response Time for IMA-EDI Results are reported separately for each of the following transaction types: NOTE 2 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools NOTE 3 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment NOTE 4 10. Meet Point Inquiry NOTE 5 For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported. For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number. PO-1C Results for PO-1C will be reported according to the gateway interface used: 1. Percent of Preorder Transactions that Timeout IMA-GUI 2. Percent of Preorder Transactions that Timeout IMA-EDI PO-1D Results for PO-1D will be reported according to the gateway interface used: 1. Rejected Response Times for IMA-GUI 2. Rejected Response Times for IMA-EDI

Formula:

PO-1A & PO-1B = Σ[(Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)

PO-1C = [(Number of IRTM Queries measured by PO-1A & 1B that Timeout before receiving response) ÷ (Number of IRTM Queries Transmitted in Reporting Period)] x 100

PO-1D = Σ[(Rejected Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Rejected Query Transactions Simulated by IRTM)

Exclusions:

PO-1A & PO-1B:

- Rejected requests/errors, and timed out transactions

PO-1C:

- Rejected requests and errors

PO-1D:

- Timed out transactions

PO-1 – Pre-Order/Order Response Times (continued)

Product Reporting: None	**Standards:** Total Response Time:	IMA-GUI	IMA-EDI
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds	<25 seconds
	3. Facility Availability	<25 seconds[6]	<25 seconds[6]
	4. Street Address Validation	<10 seconds	<10 seconds
	5. Customer Service Records	<12.5 seconds[6]	<12.5 seconds[6]
	6. Telephone Number	<10 seconds	<10 seconds
	7. Loop Qualification Tools NOTE 3	≤ 20 seconds[7]	≤ 20 seconds
	8. Resale of Qwest DSL Qualification	≤ 20 seconds[7]	≤ 20 seconds
	9. Connecting Facility Assignment	AZ: ≤ 25 seconds All Other States: TBD	AZ: ≤ 25 seconds All Other States: TBD
	10. Meet Point Inquiry	AZ: ≤ 30 seconds All Other States: TBD	AZ: ≤ 30 seconds All Other States: TBD
	PO-1C-1	0.5%	
	PO-1C-2	0.5%	
	PO-1D-1 & 2	Diagnostic	

Availability:	**Notes:**
Available	1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes. 2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. 3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 4. Results based on Connecting Facility Assignment by Unit Query. 5. Results based on meet Point Query, POTS Splitter option for Shared loops. 6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines. 7. Benchmark applies to response time only. Request time and Total time will also be reported.

PO-2 – Electronic Flow-through

Purpose:
Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.

Description:
PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.

- Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

PO-2B – Measures the percentage of all flow-through-eligible LSRs [NOTE 1] that flow from the specified electronic gateway interface to the SOP without any human intervention.

- Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: 1 LSRs received via IMA-GUI 2 LSRs received via IMA-EDI *CO also reports an aggregate of IMA-GUI and IMA-EDI results.

Formula:

PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100

PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100

Exclusions:

- Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.
- Non-electronic LSRs (e.g., via fax or courier).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

PO-2 – Electronic Flow-through (continued)

<table>
<tr><td colspan="2">Product Reporting:
• Resale
• Unbundled Loops (with or without Local Number Portability)
• Local Number Portability
• UNE-P (POTS)</td><td colspan="2">Standards:
<u>PO-2A</u>:
CO: CO PO-2B benchmarks minus 10 percent NOTE 2
All Other States: Diagnostic

<u>PO-2B</u>: NOTE 2</td></tr>
<tr><td colspan="2" rowspan="4"></td><td>Resale:</td><td>95%</td></tr>
<tr><td>Unb Loops:</td><td>85%</td></tr>
<tr><td>LNP:</td><td>95%</td></tr>
<tr><td>UNE-P:</td><td>95%</td></tr>
<tr><td>Availability:
Available</td><td colspan="3">Notes:
1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.
2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result).</td></tr>
</table>

PO-3 – LSR Rejection Notice Interval

Purpose:
Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.

Description:
Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.
- Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.
- With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period: One month

Unit of Measure:
PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins.
PO-3A-2 & PO-3B-2 – Mins: Secs.

Reporting Comparisons:
CLEC aggregate and individual CLEC results

Disaggregation Reporting:
Results for this indicator are reported according to the gateway interface used to submit the LSR:

- PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide
- PO-3A –2, LSRs received via IMA-GUI and auto-rejected: Region wide
- PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide
- PO-3B –2, LSRs received via IMA-EDI and auto-rejected: Region wide
- PO-3C, LSRs received via facsimile: Statewide

Formula:
Σ [(Date and time of Rejection Notice transmittal) – (Date and time of LSR receipt)] ÷ (Total number of LSR Rejection Notifications)

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).

Standards:

- PO-3A-1 and -3B-1: ≤ 12 business hours
- PO-3A -2 and -3B -2: ≤ 18 seconds
- PO-3C: ≤ 24 work week clock hours

Availability:
Available

Notes:

PO-4 – LSRs Rejected

Purpose:
Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.

Description:
Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.

Reporting Period: One month	**Unit of Measure:** Percent of LSRs
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Results for this indicator are reported according to the gateway interface used to submit the LSR: PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide PO-4C LSRs received via facsimile – Statewide

Formula:
[(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:
Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. [NOTE 2]
- "Electronic/manual" LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.
- "Manual" LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in business days.
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows: • PO-5A:* FOCs provided for fully electronic LSRs received via: – PO-5A-1 IMA-GUI – PO-5A-2 IMA-EDI • PO-5B:* FOCs provided for electronic/manual LSRs received via: – PO-5B-1 IMA-GUI – PO-5B-2 IMA-EDI • PO-5C:* FOCs provided for manual LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. * Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows: – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

Formula:

PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:

- For PO-5A, -5B and -5C:
  (a) Resale services UNE-P (POTS) and UNE-P Centrex
  (b) Unbundled Loops and specified Unbundled Network Elements.
  (c) LNP
- For PO-5D: LIS Trunks.

Standards:

• For PO-5A (all):	95% within 20 minutes NOTE 2
• For PO-5B (all):	90% within standard FOC intervals (specified below)
• For PO-5C (manual):	90% within standard FOC intervals specified below PLUS 24 hours NOTE 3
• For PO-5D (LIS Trunks):	85% within eight business days

Standard FOC Intervals for PO-5B and PO-5C

Product Group NOTE 1		FOC Interval
Resale		**24 hours**
Residence and Business POTS	1-39 lines	
ISDN-Basic	1-10 lines	
– Conversion As Is		
– Adding/Changing features		
– Add primary directory listing to established loop		
– Add call appearance		
Centrex Non-Design with no Common Block Configuration	1-19 lines	
Centrex line feature changes/adds/removals (all)		
LNP	1-24 lines	
Unbundled Loops 2/4 Wire analog DS3 Capable	1-24 loops	
Sub-loop [included in Product Reporting group (b)]	1-24 sub-loops	
Line Sharing/Line Splitting [included in Product Reporting group (b)]	1-24 shared loops	
Unbundled Network Element–Platform (UNE-P POTS)	1 – 39 lines	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	**48 hours**
	LNP 25-49 lines	
	Enhanced Extended Loops (EELs) – Washington only [included in Product Reporting group (b)] **DS1** 1-24 circuits	
	Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	**72 hours**
	UNE-P Centrex 1-10 lines **UNE-P Centrex 21** 1-10 lines	
	Unbundled Loops with Facility Check[NOTE 2, 3] 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	Resale ISDN-PRI (Trunks) 1-12 trunks	**96 hours**
	For PO-5D: LIS Trunks 1-240 trunk circuits	**8 business days**
Availability: Available	**Notes:** 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.	

PO-6 – Work Completion Notification Timeliness

Purpose:
To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.

Description:
PO-6A & 6B:

- Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.
- The end time is when the electronic order completion notice is made available (IMA-GUI) [NOTE 1] or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.
- With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period:	**Unit of Measure:**
One month	PO-6A - 6B: Hrs:Mins

Reporting Comparisons: CLEC aggregate and individual CLEC results.	**Disaggregation Reporting:** Statewide level. • PO-6A Notices transmitted via IMA-GUI • PO-6B Notices transmitted via IMA-EDI

Formula:
For completion notifications generated from LSRs received via IMA-GUI:
PO–6A = Σ((Date and Time Completion Notification made available to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor)) ÷ (Number of completion notifications made available in reporting period)

For completion notifications generated from LSRs received via IMA-EDI:
PO–6B = Σ((Date and Time Completion Notification transmitted to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.)) ÷ (Number of completion notifications transmitted in reporting period)

Exclusions:
PO – 6A & 6B:

- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	6 hours

Availability:	**Notes:**
Available	1. The time a notice is "made available" via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function.

PO-7 – Billing Completion Notification Timeliness

Purpose:
To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five business days.

Description:
PO-7A & 7B:

- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
  - The time a notice is "made available" via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
  - The time a notice is "transmitted" via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.
- Intervals counted in the numerator of these measurements are those that are five business days or less.

PO-7C:

- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.	• PO-7A Notices made available via IMA-GUI • PO-7B Notices transmitted via IMA-EDI • PO-7C Billing system posting completions for Qwest Retail

Formula:
For wholesale service orders Qwest generates for LSRs received via IMA:

PO-7A = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)

PO-7B = (Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices transmitted during the reporting period)

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)

PO-7 – Billing Completion Notification Timeliness (continued)

Exclusions:

PO-7A, 7B & 7C

- Services that are not billed through CRIS, e.g. Resale Frame Relay.
- Records with invalid completion dates.

PO-7A & 7B

- LSRs submitted manually.
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	PO-7A and -7B: Parity with PO-7C

Availability:	**Notes:**
Available	

PO-8 – Jeopardy Notice Interval

Purpose:
Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).

Description:
Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order.

- Includes all orders completed in the reporting period that received jeopardy notifications.

Reporting Period: One month	**Unit of Measure:** Average Business days [NOTE 1]
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[Σ(Date of the original due date of orders completed in the reporting period that received jeopardy notification – Date of the first jeopardy notification) ÷ Total orders completed in the reporting period that received jeopardy notification]

Exclusions:

- Jeopardies done after the original due date is past.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
A Non-Designed Services	A Parity with Retail POTS
B Unbundled Loops (with or without Number Portability)	B Parity with Retail POTS
C LIS Trunks	C Parity with Feature Group D (FGD) services
D UNE-P (POTS)	D Parity with Retail POTS
Availability: Available	**Notes:** 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose:
When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.

Description:
Measures the percentage of late orders for which advance jeopardy notification is provided.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action-coded line USOCs).
- Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[(Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period)] x 100

Exclusions:

- Orders missed for customer reasons.
- Records with invalid product codes.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
A Non-Designed Services	A Parity with Retail POTS
B Unbundled Loops (with or without Number Portability)	B Parity with Retail POTS
C LIS Trunks	C Parity with Feature Group D (FGD) Services
D UNE-P (POTS)	D Parity with Retail POTS
Availability: Available	**Notes:**

PO-10 – LSR Accountability

Purpose:
Evaluates the degree to which Qwest can account for all LSRs received electronically.

Description:
Measures the number of LSRs received via IMA-GUI and IMA-EDI interfaces that Qwest has issued (confirmed) or accounted for in specific status categories, as a percentage of all LSRs received in the reporting period.

- Includes all LSRs that are received via the IMA-GUI and IMA-EDI interfaces, subject to exclusions specified below.
- Status categories accounted for include:
  - Pending (i.e., assigned to a center representative for handling);
  - Supplemented (i.e., subsequent version of request that has not been confirmed or rejected at time of reporting);
  - Cancelled (by the CLEC prior to Qwest returning confirmation to the CLEC);
  - Rejected (i.e., rejection notice has been sent to the CLEC);
  - Issued (i.e., the order has been processed and confirmation has been returned to the CLEC);
  - Error (i.e., auto-logging error indicating a field value mismatch between the electronic interface and the Customer Request Management (CRM) system, at time of reporting, in parallel with the ordering processing in a manner that does not impede timeliness);
  - Project (i.e., routed to project management for handling);

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Count of all LSRs issued or in status categories specified above) ÷ (Total number of LSRs received in reporting period)] x 100 NOTE 1

Exclusions:

- Front-end rejects (e.g., 997notifications) that would not be eligible for confirmation or rejection

Product Reporting: None	**Standard:** **CO:** 99 percent **All Other States:** Diagnostic NOTE 2

Availability: Available	**Notes:** 1. Results that nominally exceed 100 percent may be due to timing differences in obtaining the quantities for the status categories (numerator) and for the total LSRs received (denominator). It is also possible for results to nominally fall short of 100 percent for the same reason. 2. Because Qwest has a mechanized auto-logging process for tracking LSRs, Qwest believes the ROC TAG will determine this measurement to be unnecessary after being audited in the ROC Test. Accordingly, Qwest may approach the TAG to withdraw this measurement after the Test, after reporting multiple consecutive months demonstrating that Qwest adequately tracks and accounts for LSRs.

PO-15 – Number of Due Date Changes per Order

Purpose: To evaluate the extent to which Qwest changes due dates on orders.	
Description: Measures the average number of Qwest due date changes per order. • Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs.. • Counts all due date changes made for Qwest reasons following assignment of the original due date.	
Reporting Period: One month	**Unit of Measure:** Average Number of Due Date Changes
Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest retail results.	**Disaggregation Reporting:** Statewide level.
Formula: Σ(Count of Qwest due date changes on all orders) ÷ (Total orders in reporting period)	
Exclusions: • Customer requested due date changes. • Records involving official company services. • Records with invalid due dates or application dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting: None	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-16– Timely Release Notifications

Purpose:
Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at http://www.qwest.com/wholesale/cmp/whatiscmp.html.

Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. NOTE 1
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for IMA-GUI interfaces only);
    - Final Release Notices (for IMA-GUI interfaces only); and
    - OSS Interface Retirement Notices. NOTE 2
    - For the following OSS interfaces:
      - IMA-GUI, IMA-EDI;
      - CEMR;
      - Exchange Access, Control, & Tracking (EXACT); NOTE 3
      - Electronic Bonding - Trouble Administration (EB -TA); NOTE 4
      - IABS and CRIS Summary Bill Outputs; NOTE 5
      - Loss and Completion Records; NOTE 5
      - New OSS interfaces (for introduction notices only.) NOTE 6
    - Also included are notifications for connectivity or system function changes to Resale Product Database.
    - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
    - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
    - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. NOTE 7
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP) ÷ Total number of required release notifications for specified OSS interface changes within reporting period)]x100

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

PO-16 Timely Release Notifications (continued)

Product Reporting: None	**Standards:** Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications

Availability: Available	**Notes:** 1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice." 3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. The intervals used to determine timeliness are based on CMP guidelines.

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:
Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing both new releases and between releases in the SATE environment.

Description:

- Measures the percentage of test transactions published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the mid-release monthly performance test.
- Includes one test transaction for each scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE).*
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE).*
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda.
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."
  - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15th, or the nearest working day to the 15th of the month, in the months when no release related test transactions are executed.
- Test transaction results will be included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: None	**Disaggregation Reporting:** None

Formula:
[(Total number of successfully completed SATE test transactions executed for a Software Release or Mid-release performance test completed in the Reporting Period) ÷ (Total number of SATE test transactions executed for a Software Release or Mid-release performance test completed in the Reporting Period)] x 100

Exclusions:
None

Product Reporting: None	**Standard:** 95%
Availability: Available	**Notes:**

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

<table>
<tr><td colspan="2">Purpose:
Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.</td></tr>
<tr><td colspan="2">Description:
Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring.
Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below.
Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.
First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).
Answer is defined as when the call is first picked up by the Qwest agent.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate and Qwest Retail results</td><td>Disaggregation Reporting: Region-wide level.</td></tr>
<tr><td colspan="2">Formula:
[(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100</td></tr>
<tr><td colspan="2">Exclusions: Time spent in the VRU Voice Response Unit is not counted.</td></tr>
<tr><td>Product Reporting: Not applicable</td><td>Standard: Parity</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

OP-3 – Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

Description:
Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure**: Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-3D In Interval Zone 1 areas; and OP-3E In Interval Zone 2 areas.

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP – 3 Installation Commitments Met (continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	**CO:** 90% **All Other States:** Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	90%

OP – 3 Installation Commitments Met (continued)

• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	90%
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	90%
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	90%
Availability: Available	**Notes:**

OP-4 – Installation Interval

Purpose:
Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.

Description:
Measures the average interval (in business days) [NOTE 1] between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs).
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure**: Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In Interval Zone 1 areas; and OP-4E In Interval Zone 2 areas.

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) [NOTE 1] by total number of service orders completed in the reporting period.

Exclusions:

- Orders with customer requested due dates greater than the current standard interval.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-4 – Installation Interval (continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	**CO:** 6 days
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic

OP-4 – Installation Interval (continued)

• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	6 days
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic
Availability: Available	**Notes:** 1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-5 – New Service Quality

Purpose:
Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:
Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity (with "I" and "T" action coded line/circuit USOCs).[NOTE 1]
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports[NOTE 2] within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems[NOTE 3] that are closed in the reporting period or the following month,[NOTE 4] subject to exclusions shown below.[NOTE 5]
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month[NOTE 4] are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.[NOTE 5, 6]

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same

OP- 5 – New Service Quality (continued)

service order during the provisioning process or within 30 calendar days following installation completion.

- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. [NOTE 7]

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formulas:

OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5T = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100

Exclusions:

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows:
  - For products measured from MTAS data, repair trouble reports coded to disposition codes for:
    - Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.
  - For products measured from WFA (Workforce Administration) data, repair reports coded to codes for:
    - Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.
  - Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-Qwest causes.
- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).
- Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.

OP- 5 – New Service Quality (continued)

<table>
<tr><td colspan="2">

Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period.
Information tickets generated for internal Qwest system/network monitoring purposes.
Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
Records involving official Qwest company services.

Records missing data essential to the calculation of the measurement as defined herein.
</td></tr>
<tr><td>Product Reporting Categories:
• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.</td><td>Standards:
OP-5A: Parity with retail service
OP-5B: Diagnostic for six months following first reporting. After six months Benchmark (TBD)
OP-5T: Diagnostic
OP-5R: Diagnostic for six months following first reporting. Possible standard (TBD)
(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)</td></tr>
</table>

OP- 5 – New Service Quality (continued)

Product Reporting:	Standards:		
Reported under OP-5A, OP-5B, OP-5T and OP-5R: (Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.)			
	OP-5A	**OP-5B**	**OP-5T & OP-5R**
Resale			
Residential single line service	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Business single line service	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Centrex	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Centrex 21	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
PBX Trunks	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Basic ISDN	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Qwest DSL	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Primary ISDN	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
DS0	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
DS1	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Frame Relay	Parity with retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	6 mo. Diagnostic; Benchmark TBD	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21	6 mo. Diagnostic; Benchmark TBD	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Line Splitting	Diagnostic	Diagnostic	Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic	Diagnostic
Unbundled Loops:			
Analog Loop	Parity with retail Res & Bus POTS with dispatch	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	6 mo. Diagnostic; Benchmark TBD	Diagnostic
DS1-capable Loop	Parity with retail DS1	6 mo. Diagnostic; Benchmark TBD	Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI	6 mo. Diagnostic; Benchmark TBD	Diagnostic
ADSL-qualified Loop	Parity with retail Qwest DSL with dispatch	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	6 mo. Diagnostic; Benchmark TBD	Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic	Diagnostic

OP- 5 – New Service Quality (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	Diagnostic until volume criteria are met	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	6 mo. Diagnostic; Benchmark TBD	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	Diagnostic until volume criteria are met	Diagnostic

Reported under OP-5A and under OP-5R (per OP-5A specifications):

	OP-5A	OP-5R
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic
Unbundled Dedicated Interoffice Transport (UDIT)		
UDIT (DS1 Level)	Parity with Retail Private Lines (DS1)	Diagnostic
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic
Dark Fiber - IOF	Diagnostic	Diagnostic
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic

Availability:

Under Development: (Subject to final refinements during implementation) OP-5A, OP-5B, OP-5T and OP-5R: beginning with Nov 03 data reported in Jan 04

Notes:

1. The specified Change order types (i.e., with "I" & "T" action codes) exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.
2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.
3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).
4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.
5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures.
6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.
7. OP-5R will be counted on a per ticket basis.

OP-6 – Delayed Days

Purpose:
Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:
OP-6A – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders with "I" and "T" action coded line USOCs.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure:** Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving: 1. Dispatches within MSAs; 2. Dispatches outside MSAs; and 3. No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: 4. In Interval Zone 1 areas; and 5. In Interval Zone 2 areas.

Formula:
OP-6A = ∑[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = ∑[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ÷ (Total Number of Late Orders for facility reasons completed in the reporting period)

OP- 6 – Delayed Days (continued)

Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
Zone-type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL, with dispatch
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)

OP- 6 – Delayed Days (continued)

Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic

Availability:	**Notes:**
Available	1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

Purpose:
Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.

Description:
Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of Qwest's applicable tests for the loop.

- Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- "Hot cut" refers to moving the service of existing customers from Qwest's switch/frames to the CLEC's equipment, via unbundled loops, that will serve the customers.
- "Lift" time is defined as when Qwest disconnects the existing loop.
- "Completion time" is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[Completion time – Lift time] ÷ (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)

Exclusions:

- Time intervals associated with CLEC-caused delays.
- Records missing data essential to the calculation of the measurement per the PID.
- Invalid start/stop dates/times or invalid scheduled date/times.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All other Loop Types	**Standard:** **CO:** 1 hour **All Other States:** Diagnostic in light of OP-13 (Coordinated Cuts On Time)
Availability: Available	**Notes:**

OP-8 – Number Portability Timeliness

Purpose:
Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.

- For purposes of these measurements (OP-8B and -8C), "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by Qwest.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

Reporting Period: One month	**Unit of Measure:** Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE.
  - Records where triggers cannot be set due to switch capabilities.
  - Records with invalid due dates, application dates, or start dates.
  - Records with invalid completion dates.
  - Records missing data essential to the calculation of the measurement per the PID.
  - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Product Reporting: None	**Standard:** 95%
Availability: Available	**Notes:**

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

1 to 16 lines:	1 Hour
17 to 24 lines:	2 Hours
25+ lines:	Project*

  - All other unbundled loops:

1 to 5 lines:	1 Hour
6 to 8 lines:	2 Hours
9 to 11 lines:	3 Hours
12 to 24 lines:	4 Hours
25+ lines:	Project*

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

Formula:

OP-13A = [(Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

OP-13B = [(Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

Exclusions:

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B:

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All Other Loops	**Standards:** **OP-13A**: **AZ:** 90 Percent or more **All Other States:** 95 Percent or more **OP-13B**: Diagnostic
Availability: Available	**Notes:**

OP-15 – Interval for Pending Orders Delayed Past Due Date

Purpose:
Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

Description:
OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. NOTE 1
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. NOTE 1

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.

Reporting Period: One month	**Unit of Measure:** OP-15A – Average Business Days NOTE 2 OP-15B – Number of orders pending facilities
Reporting Comparisons: CLEC aggregate, individual CLEC, Qwest retail	**Disaggregation Reporting:** Statewide

Formula:

OP-15A = $\sum$[(Last Day of Reporting Period) – (Applicable Due Date of Late Pending Order) - (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period)

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	**Standards:** OP-15B = diagnostic only For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service
Qwest DSL	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line- Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI)
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN-BRI)
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch)
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Loops (EELs)	Diagnostic

Availability:	**Notes:**
Available	1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:
Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:
OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
  - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide

Formula:
[(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred) ÷ Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

Exclusions:

OP-17A only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

OP-17A & B

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-17B only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

Product Reporting: LNP	**Standards:** OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.
Availability: Available	**Notes:**

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

<table>
<tr><td colspan="2">Purpose:
Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.</td></tr>
<tr><td colspan="2">Description:
Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring.
• Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below.
• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).
• Answer is defined as when the call is first picked up by the Qwest agent.
• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate and Qwest Retail levels.</td><td>Disaggregation Reporting: Region-wide level.</td></tr>
<tr><td colspan="2">Formula:
[(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100</td></tr>
<tr><td colspan="2">Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.</td></tr>
<tr><td>Product Reporting: None</td><td>Standard: Parity</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

MR-3 – Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

Description:
Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-3D In Interval Zone 1 areas; and MR-3E In Interval Zone 2 areas.

Formula:
[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) ÷ (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-3 – Out of Service Cleared within 24 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	**Notes:**

MR-4 – All Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

Description:
Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas

Formula:
[(Total Trouble Reports closed in the reporting period that are cleared within 48 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-4 – All Troubles Cleared within 48 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	Parity with RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	**Notes:**

MR-5 – All Troubles Cleared within 4 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

Description:
Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.

Formula:
[(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-5 – All Troubles Cleared within 4 hours (continued)

Product Reporting:	**Standards:**
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic
Availability: Available	**Notes:** .

MR-6 – Mean Time to Restore

Purpose:
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

Description:
Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas.

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-6 – Mean Time to Restore (Continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic

MR-6 – Mean Time to Restore (Continued)

Availability:	**Notes:**
Available	

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same trouble within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that are received within thirty (30) days of the previous trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit number of the trouble reports with reports received in the prior 30 days.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the immediately-preceding trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.

Formula:
[(Total repeated trouble reports closed within the reporting period that were received within 30 calendar days of when the preceding initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-7 – Repair Repeat Report Rate (Continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	**AZ & CO:** Parity with Qwest Retail DSL
	All Other States: Diagnostic Comparison with Qwest Retail DSL
• Sub-Loop Unbundling	**CO:** Parity with Retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	Parity with retail DS1 Private Line

MR-7 – Repair Repeat Report Rate (Continued)

• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic
Availability: Available	**Notes:**

MR-8 – Trouble Rate

Purpose:
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

Description:
Measures trouble reports by product and compares them to the number of lines in service.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting**: Statewide level.

Formula:
[(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-8 – Trouble Rate (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Qwest DSL	Parity with Qwest DSL service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting – Washington only	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – All States excluding Washington	Diagnostic
• Enhanced Extended Loops (EELs) – (DS0 level) – Washington only	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level) – Washington only	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level) – Washington only	Diagnostic

MR-8 – Trouble Rate (continued)

Availability:	**Notes:**
Available	

MR-9 – Repair Appointments Met

Purpose:
Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.

Description:
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.

Formula:
[(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:** Parity
Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	
Availability: Available	**Notes:**

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:
Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:
Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.
Includes trouble reports closed during the reporting period coded as follows:

- For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
Availability: Available	**Notes:**

MR-11 – LNP Trouble Reports Cleared within 24 Hours

Purpose:
Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.

- The "currently-scheduled due date/time" is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date
- Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level (all are "non-dispatched").

Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

<table>
<tr><td colspan="2">Exclusions:
• Trouble reports attributed to customer or non-Qwest reasons
• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
• Subsequent trouble reports of LNP trouble before the original trouble report is closed.
• For MR-11B only: Trouble reports involving a "no access" delay.
• Information tickets generated for internal Qwest system/network monitoring purposes.
• Records involving official company services.
• Records with invalid trouble receipt dates.
• Records with invalid cleared or closed dates.
• Records with invalid product codes.
• Records missing data essential to the calculation of the measurement per the PID.</td></tr>
<tr><td>Product Reporting: LNP</td><td>Standards:
<u>MR-11A</u>:
• If OP-17 result meets its standard, the MR-11A standard is Diagnostic.
• If OP-17 result does not meet its standard, the MR-11A standard is as follows:
– For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours
– For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business

<u>MR-11B</u>:
• For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours
• For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business

* Based on MR-11A denominator.

** Based on MR-11B denominator.</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] subject to exclusions specified below.
- BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = Σ(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:
Instances where the CLEC requests other than daily usage transmission or availability.

Product Reporting: • UNEs and Resale • Jointly-provided Switched Access	**Standards:** BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A
Availability: Available	**Notes:** 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. • Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design)	**Disaggregation Reporting:** State level
Formula: [(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100	
Exclusions: • Bills transmitted via paper, magnetic tape, CD-ROM, diskette. • Records with missing data essential to the calculation of the measurement per the PID.	
Product Reporting: • UNEs and Resale	**Standard:** Parity by design.
Availability: Available	**Notes:**

BI-3 – Billing Accuracy – Adjustments for Errors

<table>
<tr><td colspan="2">Purpose:
Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.</td></tr>
<tr><td colspan="2">Description:
Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue.
• Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.
• "Amounts adjusted off bills due to errors" is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results</td><td>Disaggregation Reporting: State level.</td></tr>
<tr><td colspan="2">Formula:
[∑(Revenue Billed without Error) ÷ (Total Billed Revenue billed in Reporting Period)] x 100</td></tr>
<tr><td colspan="2">Exclusions:
• BI-3A - UNEs and Resale – None
• BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</td></tr>
<tr><td>Product Reporting:
• BI-3A - UNEs and Resale
• BI-3B - Reciprocal Compensation Minutes of Use (MOU)</td><td>Standards:
• BI-3A – UNEs and Resale: Parity with Qwest retail bills.
• BI-3B – Reciprocal Compensation (MOU) – 95%</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

BI-4 – Billing Completeness

Purpose:

- UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.
- Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest's network on the bills.

Description:

BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*

BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*

* Correct bill = next available bill

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:

BI-4A – UNEs and Resale = [∑(Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill ÷ total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill)] x 100

BI-4B – Reciprocal Compensation MOU = [∑(Revenue for Local Minutes of Use billed on the correct* bill ÷ Total revenue for Local Minutes of Use collected during the month)] x 100

Exclusions: None

Product Reporting:	**Standards:**
• UNEs and Resale • Reciprocal Compensation (MOU)	**BI-4A** - UNEs and Resale: Parity with Qwest Retail bills. **BI-4B** - Reciprocal Compensation (MOU): 95%
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose:
Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.

Description:

- Measures the average time required to update the databases of E911, LIDB, and Directory Builder.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.
- For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "individual E911 database update records" provided with which to measure the database update process.
- The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.

Reporting Period: One month	**Unit of Measure:** E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
Reporting Comparisons: DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. NOTE 1	**Disaggregation Reporting:** DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed– Sub-region applicable to state

Formula:
Σ[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period)] ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period

Exclusion:

- Invalid start/stop dates/times.

DB-1 – Time to Update Databases (continued)

Product Reporting:	**Standards:**
Not applicable (Reported by database type)	DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
Availability:	**Notes:**
Available	1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

DB-2 – Accurate Database Updates

<table>
<tr><td colspan="3">Purpose:
Evaluates the accuracy of database updates completed without errors in the reporting period.</td></tr>
<tr><td colspan="3">Description:
• Measures the percentage of database updates completed without errors in the reporting period.
• Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</td></tr>
<tr><td colspan="2">Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td colspan="2">Reporting Comparisons:
DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates</td><td>Disaggregation Reporting:
DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide</td></tr>
<tr><td colspan="3">Formula:
[Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100</td></tr>
<tr><td colspan="3">Exclusions:
Invalid start/stop dates/times.</td></tr>
<tr><td colspan="2">Product Reporting:
Not applicable (Reported by database type)</td><td>Standards:
DB-2C-1 – Listings: Parity by design NOTE 1</td></tr>
<tr><td>Availability:
Available</td><td colspan="2">Notes:
1. Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.</td></tr>
</table>

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose:
Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.

Description:
Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls.

- Includes all calls to Qwest directory assistance during the reporting period.
- Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue.
- Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.
- Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.

Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Results for Qwest and all CLECs are combined.	**Disaggregation Reporting:** Sub-region applicable to state

Formula:
Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)

Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.

Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Operator Services

OS-1 – Speed of Answer – Operator Services

<table>
<tr><td colspan="2">Purpose:
Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.</td></tr>
<tr><td colspan="2">Description:
Measures the time following first ring until a call is answered by the Qwest agent.
• Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below.
• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.
• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Seconds</td></tr>
<tr><td>Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure.</td><td>Disaggregation Reporting:
Sub-region applicable to state</td></tr>
<tr><td colspan="2">Formula:
Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)</td></tr>
<tr><td colspan="2">Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.</td></tr>
<tr><td>Product Reporting: None</td><td>Standard: Parity by design</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

NI-1 – Trunk Blocking

Purpose:
Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent Blockage

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.

Formula:
{[Σ(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

Exclusions:
For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) NOTES 1 & 2 has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons NOTE 3);
    b) Trouble Reports; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - The CLEC placing trunks in a "busy" condition;
  - Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner NOTE 4); or
  - Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.

NI-1 – Trunk Blocking (Continued)

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**	
LIS Trunks	Where NI-1A ≤ 1%:	1 %
	Where NI-1A > 1%:	Parity with Qwest Interoffice Trunks to tandems
	Where NI-1B ≤ 1%:	1 %
	Where NI-1B > 1%:	Parity with Qwest Interoffice Trunks to end offices
	NI-1C and NI-1D:	Diagnostic [NOTE 5]

Availability:
Available

Notes:

1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.
2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.
3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.
   a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement.
   b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.
   c) CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement.
4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.
   a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.
   b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.
   c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.
5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

Purpose:
Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.

Description:
NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.

NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" [NOTE 1] associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.

- Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.
- The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.
- NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.	**Disaggregation Reporting:** Statewide.

Formula:
NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100

NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100

Exclusions:
NP-1A:

- NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. [NOTE 2]

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).

- NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.

NP-1 – NXX Code Activation (continued)

Product Reporting: None	**Standards:** NP-1A: Parity NP-1B: Diagnostic
Availability: Available	**Notes:** 1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits. 2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.

Collocation

CP-1 – Collocation Completion Interval

Purpose:
Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:
Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready For Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready for Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for

collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled

- RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
- Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.

CP-1A Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

CP-1B Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

CP-1C Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)
Σ[(Collocation Completion Date) – (Complete Application Date)] ÷ (Total Number of Collocations Completed in Reporting Period)

CP-1 – Collocation Completion Interval (continued)

<table>
<tr><td colspan="3">Exclusions:
• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.
• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.

• Cancelled or expired applications.</td></tr>
<tr><td colspan="2">Product Reporting: None</td><td>Standards:
CP-1A: 90 calendar days
CP-1B: 120 calendar days
CP-1C: 150 calendar days</td></tr>
<tr><td>Availability:
Available</td><td colspan="2">Notes:
1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</td></tr>
</table>

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:
Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:
Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for

virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula: (for CP-2A, CP-2B and CP-2C)
[(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100

Exclusions:

- RFS dates missed for reasons beyond Qwest's control.
- Cancelled or expired requests.

Product Reporting: None	**Standards:** CP-2A & -2B: 90% CP-2C: 90%

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability:	**Notes:**
Available	1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-3 – Collocation Feasibility Study Interval

Purpose:
Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures average interval to respond to collocation studies for feasibility of installation.

- Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)

Exclusions:

- CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.

Product Reporting: None	**Standard:** 10 calendar days or less

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.
- Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Product Reporting: None	**Standard:** 90 percent or more

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  (2) Retail orders received after 3:00 PM local time for Designed Services.
  (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.
Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order – An order which has been completed after the scheduled due date and/or time.
Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch – A switch from which an end users' exchange services are directly connected and offered.
Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.
Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.
Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.
Installation – The activity performed to activate a service.
Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers
Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.
Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.
Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.
Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).
Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of "closed."

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems

ACRONYM	DESCRIPTION
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The "x" prefix refers to DSL generically. An "x" replaced by an "A" refers to Asymmetric DSL, and by an "H" refers to High-bit-rate DSL.)

PO-20 – Manual Service Order Accuracy

Purpose:
Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders.

Description:
Measures the percentage of Qwest service orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only service orders created from CLEC LSRs that Qwest receives electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of service orders, regardless of flow through eligibility, subject to exclusions as specified below.
- Includes only service orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- Service orders evaluated in this measurement are either (1) those selected randomly [NOTE 1] and manually inspected for accuracy as defined herein, or (2) when Qwest develops mechanized capabilities for this measurement as specified in the Availability section below, all service orders satisfying the above criteria.
- A service order will be classified as "accurate" and thus counted in the numerator in the formula below when evaluation determines that the fields specified in the Service Order Fields Evaluated section below (per the indicated phases), when populated on the LSR, are all accurate, as applicable, on the service order. Accuracy is defined as the contents of the specified fields, in the service orders involved in provisioning the service, matching the information from the relevant fields as provided in the latest version of associated LSRs.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide

Formula:
[(Number of accurate service orders) ÷ (Number of evaluated service orders completed in the reporting period)] x 100

Exclusions:

- Cancelled service orders.
- Orders generated from LSRs with non-fatal errors.
- Orders that cannot be matched to a corresponding LSR.

Product Reporting:	**Standard:**
• Resale POTS and UNE-P (POTS) • Unbundled Loops (Analog and Non-Loaded 2-wire)	95 percent
Availability: Under Development: • Phase 0 - Manual, random sampling approach: Jun 02 results reported in the Jul 02 report. • Phase 1 - Mechanized approach, replacing manual approach: TBD	**Notes:** 1. Manually-selected orders will consist of 20 random, qualifying orders per day per product reporting category, specified above, from throughout Qwest's 14-state local service region.

PO-20 – Manual Service Order Accuracy (continued)

Service Order Fields Evaluated (by Phase of implementation)			
Phase 0 – (01 Jun 02 Forward) Random sampling approach; Manual comparison of the fields from the Service Order to the LSR:			
	Field Code	**Field Name**	**Remarks**
	CCNA	CLEC ID	Order entry validated from LSR Form
	D/Tsent	Date sent to help ID App	Order entry validated from LSR Form
	Name	Name of Customer	Order entry validated from End User or Directory Listings Forms, when applicable
	SANO	Service Address Number	Order entry validated from End User or Directory Listings Forms, when applicable
	SASD	Service Address Direction	Order entry validated from End User or Directory Listings Forms, when applicable
	SASN	Service Address Street Name	Order entry validated from End User or Directory Listings Forms, when applicable
	LD1	LOC	Order entry validated from End User or Directory Listings Forms, when applicable
	LV1	LOC #	Order entry validated from End User or Directory Listings Forms, when applicable
	City	City name	Order entry validated from End User or Directory Listings Forms, when applicable
	PON	Purchase Order Number	Order entry validated from LSR Form
	Date/ FOC'd date	Due Date on Order	Order entry validated from LSR FOC sent to the CLEC
Phase 1 – (Dates TBD) First phase of mechanized measurement:			
	Field Code	**Field Name**	**Remarks**
	Same as Phase 0	Same as Phase 0	
Future Phase – TBD in Long Term PID Administration; Additional fields included in mechanization, if any:			
	Field Code	**Field Name**	**Remarks**
	TBD	TBD	

Exhibit C
SERVICE INTERVAL TABLES

1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:[1]

a)	1 – 8 lines	Five (5) business days
b)	9 -16 lines	Seven (7) business days
c)	17 – 24 lines	Nine (9) business days
d)	25 or more	ICB

(e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	Seven (7) business days
b)	4 or more	ICB

(f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	Three (3) business days
b)	25 or More	Three (3) business days

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	Fifteen (15) business days
b)	9 or more	ICB

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[1] PUC of South Dakota Findings Regarding Checklist Items 2, 4, 5, and 6, November 12, 2002, page 10, ("*Standard Intervals for Unbundled Loops*").

Exhibit C
SERVICE INTERVAL TABLES

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

Twenty-four (24) hours OSS
Forty-eight (48) hours AS

(i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and OCn Capable Loops:

Four (4) hours

(j) Quick Loop

a)	1 to 24 Lines	Three (3) business days
b)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) business days
b)	9 to 24 Lines	Four (4) business days
c)	25 or more Lines	ICB

(k) OCn Loop

1 or more Lines	ICB

(l) Shared Distribution Loop

1 or more Lines	Five (5) business days

(M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

1 or more Lines	Two (2) business days or Appointment Scheduler

Exhibit C
SERVICE INTERVAL TABLES

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	ICB
DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
OC3 and Higher	1 or more Circuits	ICB	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

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	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more	ICB	Twenty-four (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	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	20 to 39	Four (4) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	40 or more	ICB	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
Unbundled Switching – New Line Class Code (LCC) ordered through customized routing		ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seven (7) business days Zone 2: ICB	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seventeen (17) business days (includes 10 days for complex translations.) Zone 2: ICB	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2

	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16 Ports	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	17 to 24 Ports	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more Ports	ICB	Twenty-four (24) hrs.
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	Zone 1: 1 to 24	Seven (7) business days	Twenty-four (24) hrs.
	25 to 48	Eight (8) business days	Twenty-four (24) hrs.
	49 to 72	Ten (10) business days	Twenty-four (24) hrs.
	73 to 96	Twelve (12) business days	Twenty-four (24) hrs.
	97 to 120	Fourteen (14) business days	Twenty-four (24) hrs.
	121 to 144	Fifteen (15) business days	Twenty-four (24) hrs.
	145 to 168	Sixteen (16) business days	Twenty-four (24) hrs.
	169 to 240	Eighteen (18) business days	Twenty-four (24) hrs.
	241 or more	ICB	Twenty-four (24) hrs.
	Zone 2: 1 to 24	Eighteen (18) business days	Twenty-four (24) hrs.
	25 to 72	Nineteen (19) business days	Twenty-four (24) hrs.
	73 to 120	Twenty (20) business days	Twenty-four (24) hrs.
	121 or more	ICB	Twenty-four (24) hrs.

Exhibit C
SERVICE INTERVAL TABLES

Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16 Trunks	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs Zone 2
	17 to 24 Trunks	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more Trunks	ICB	Twenty-four (24) hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	4 hrs. Zone 1 4 hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	4 hrs. Zone 1 4 hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	Four (4) hrs.

Unbundled Packet Switching	• Design changes – 8 Business days • Non-design changes – 5 Business days • Service changes – 5 Business days	New service request – 10 Business days	Twenty-four (24) hrs

4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber					
Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) business days	N/A
Field Verification And Quote Preparation (FVQP)			N/A	Twenty (20) business days	N/A
Provisioning (non-FVQP requests)			N/A	Twenty (20) business days	

Exhibit C
SERVICE INTERVAL TABLES

5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:

For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. **Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"**		Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
			Forty-eight (48)
Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity		Three (3) Business Days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Suspend/Restore Deny/Restore	Customers with service placed on "vacation"	Next Business Day (includes Saturday)	Twenty-four (24) hrs OOS 48 hrs AS
	Treatment for Non-payment issues	Same Business Day if request received before noon MT, otherwise next business day (includes Saturday)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS New Installs, Address Changes, Changes with inward line activity **Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"**		Next available due date as indicated by Appointment Scheduler **Note:** Appointment Scheduler minimum default interval is 3 (Three) Business Days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Directory Listings **Changes –** • **Simple (Non-complex) Listings** - Simple Straight Line and/or		Same business day	

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Straight-Line Under (SLU) Listings ▪			
Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS		Depends on changes requested. For instance, addition of another line would follow New Installs guidelines.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is	1 to 39 Lines	Same Business Day if received before noon MT, or Next Business Day if received later than noon MT.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified		3 business days	24 hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified		3 BUSINESS DAYS	
UNE-P PBX **New Install,** **Conversion As Specified,** **Changes** (ex. PIC/LPIC or	1 to 8 Trunks	Zone 1: Five (5) Business Days Zone 2: Six (6) business days	Four (4) hrs
	9 to 16 Trunks	Zone 1; Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
feature changes, etc.), and **Suspend/Restore**	17 to 24 Trunks	Zone 1: Seven (7) business days ZONE 2: EIGHT (8) BUSINESS DAYS	Four (4) hrs
	25 or more Trunks	ICB	Four (4) hrs
		business days	
		business days	
		business days	
UNE-P DSS T1 Facility Installation	1 to 3 Facilities	Nine (9) business days	Four (4) hrs
	4 to 6 Facilities	Twelve (12) business days	Four (4) hrs
	7 to 9 Facilities	Thirteen (13) business days	Four (4) hrs
	10 to 12 Facilities	Seventeen (17) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS Trunk Installation when ordered with new T1 Facility (Note: The number of facilities ordered drives the due dates for both facilities and trunks.	1 to 3 Facilities	Twelve (12) business days	Four (4) hrs
	4 to 6 Facilities	Sixteen (16) business days	Four (4) hrs
	7 to 9 Facilities	Twenty (20) business days	Four (4) hrs
	10 to 12 Facilities	Twenty four (24) business days	Four (4) hrs
Conversions to UNE-P DSS- As Is		Five (5) business Days	Four (4) hrs
Conversion As Specified		See intervals for type of change requested	Four (4) hrs
UNE-P DSS- Add/Change Trunks on existing facilities	1 to 8 Trunks	Five (5) business Days	Four (4) hrs
	9 to 16 Trunks	Six (6) business days	Four (4) hrs
	17 to 24 Trunks	Seven (7) business days	Four (4) hrs
	Each Additional 8 Trunks	One (1) business Day for each	Four (4) hrs
UNE-P ISDN BRI New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Loops	Thirteen (13) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN BRI Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Loops	Three (3) business days if a Loop is not involved (or) Thirteen (13) business days if a Loop is added or changed	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN PRI 'New'-	1 to 3	Nine (9) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both facilities and trunks. See table below.)	4 to 6 7 to 9 10 to 12 Over 12	Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each additional 3 facilities (13-16=21 days, 17-20=25 days, etc.)	Four (4) hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Trunks	Twelve (12) business days	Four (4) hrs
	4 to 6 Trunks	Sixteen (16) business days	Four (4) hrs
	7 to 9 Trunks	Twenty (20) business days	Four (4) hrs
	10 to 12 Trunks	Twenty-four (24) business days	Four (4) hrs
	13 or more Trunks	Facility due date plus 5 days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion to UNE-P ISDN PRI- As Specified		See intervals for type of change requested	Four (4) hrs
As Is		Five (5) business days	Four (4) hrs
UNE-P ISDN PRI- Add/Change Trunks on Existing Facility	1 to 8	Five (5) business days business days	Four (4) hrs
	9 to 16	Six (6) business days	Four (4) hrs
	17 to 24	Seven (7) business days	Four (4) hrs
	Over 25	ICB	Four (4) hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified		Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex 21 - Non Designed- New Installations, **Address Changes, and Change Requests adding new lines**	[Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Next available due date as indicated by Appointment Scheduler **Note:** Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Establish Common Block	1 to 21 Lines - No Optional Features	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	22 or more Lines with or without Optional Features	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) business days (after the initial Common Block & associated lines are installed)	N/A
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only]	Additional/New Station Lines to be added to CMS	Five (5) business days after line is installed	N/A
No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)	Additions	Five (5) business days	N/A
	Change from Non Blocked to Blocked Service	ICB	N/A

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves **NOTE**: On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 to 20 Lines per location	Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	21 or more Lines per location	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Line Feature changes/additions/ Removals	1 to 19 Lines	Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	20 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	business days: Five (5) days Ten (10) days Twenty (20) days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Adding new Patterns	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Uniform Call Distribution (UCD)	Per Request	Thirteen (13) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Additional Numbers subsequent to initial Common Block installation **NOTE:** Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) business days	N/A

Exhibit C
SERVICE INTERVAL TABLES

6.0 Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

Exhibit D

Date General Information Provided by Qwest:_____
General Agreement :_____
BAN Number(must be assigned before processing):_____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1. PURPOSE. The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct". [1]

2. PROCESS. The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wsst@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days of receipt of Attachment 1.A or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B. [2]

In the case of ROW, Qwest will prepare and return a ROW Matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of the ROW, and (c) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW Matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property. [3]

In the case of MTEs, Qwest will prepare and return an MTE Matrix, within ten (10) days, which will identify (a) the owner of the MTE as reflected in Qwest's records, (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific MTE that grants Qwest access to the MTE in its possession, and (c) the nature of each ROW (i.e., publicly recorded and non-recorded). Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property. [4]

If Qwest has a copy of such ROW agreement (whether publicly recorded or not) and there is no specific provision affording the third party property owner confidentiality, Qwest will provide the agreement to the CLEC when it provides the MTE Matrix or ROW Matrix, as applicable, to CLEC. If Qwest has a copy of such ROW agreement, the agreement is not publicly recorded and the agreement contains a specific provision affording the third party property owner confidentiality, then at the time Qwest provides CLEC the MTE Matrix or ROW Matrix, as applicable, Qwest shall also provide a copy of the specific provision from such agreement affording the third party property owner confidentiality together with a written statement signed by a Qwest employee verifying that such employee knows such provision to be a true and correct copy from the agreement. If CLEC has already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the following information from such agreement at the time Qwest provides the MTE Matrix or ROW Matrix, as applicable, and confidentiality provision: (a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of Qwest's ownership or control of the ducts, conduits or rights-of-way; (b) the ownership of wire within the property described in the agreement; (c) the demarcation point between Qwest facilities and the property owner's facilities in the property described in the agreement; (d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property; (e) the term of the agreement; and (f) the parties to the agreement. If CLEC has not already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the foregoing information (items (a) through

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of theUtah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

(f), above) from such agreement within three (3) business days after CLEC satisfies one of the conditions. [5]

Qwest will provide to CLEC a copy of an agreement listed in the MTE Matrix or ROW Matrix, as applicable, that has not been publicly recorded and that contains a specific provision affording the thrid party property owner confidentiality, upon satisfaction by CLEC of any one of the following conditions: (1) CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement; (2) CLEC provides a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC; or (3) CLEC agrees to be bound by the terms and conditions of and executes the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement. CLEC must satisfy only one of the conditions set forth in this section. CLEC's election of the specific condition to satisfy remains at all times within its sole discretion. CLEC may specify at the time it executes this Agreement its election of the means by which it chooses to satisfy the conditions of this Section for all agreements CLEC may request during the term of this Agreement. [6]

Without waiving any right it may have to confidentiality in an agreement that provides Qwest access to a MTE that Qwest provides to CLEC or that CLEC obtains from the MTE owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the MTE owner or operator make similar redaction's prior to disclosure of the agreement. [7]

If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that Qwest has a copy of the Right-of-Way Agreement in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement. [8]

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement. [9]

Qwest is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. [10]

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wsst@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

South Dakota Order Regarding Checklist Items 3,7,8,9,10 and 12 at page 17.

costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. DISPUTE RESOLUTION

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

Exhibit D

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____
BAN Number (one for each route must be assigned before processing):_____

Date Submitted:_____ Date Replied to CLEC: _____

CLEC Name_____Contact name:_____
Billing Address: _____
Phone Number:_____ e-mail address:_____
State and city of inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)	Costs	Est. Miles	Total
1. Pole Inquiry Fee	(see attached pricing chart) X	_____	= $_____
2. Innerduct Inquiry Fee	(see attached pricing chart) X	_____	= $_____
3. ROW Records Inquiry	(see attached pricing chart) X	_____	= $_____

4. Estimated Interval for Completion of Items 1, 2 or 3: 10 Days
5. Additional requirements of CLEC: _____

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW Matrix or MTE Matrix, as applicable, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed. [11]

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Exhibit D

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:
Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387
A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:
Qwest Service Representative at: wsst@qwest.com. **Put "Agree" on signature line.**

Exhibit D

ATTACHMENT 1.B

General Agreement _____
BAN Number:_____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: Date Replied to CLEC: _____

NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	$_____
2. Innerduct Field Verification Fee	_____	_____	$_____
3. Preparation of private ROW documents	_____	_____	$_____
4. Access Agreement Prep. and Consideration$10/ Access Agreement		_____	$_____

5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

The original signed form must be sent with a check for the verification amount to:
Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

Exhibit D

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____
BAN Number:_____

NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE
Make-ready Work required: Yes ( ) No ( ) Date Received_____

If Yes is checked, estimated Make-ready costs: $ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	$ _____/	_____	$_____
2, Innerduct Occupancy, Per Foot	$ _____	_____	$_____
3.Request conf. call for Construction?	____ YES _____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Exhibit D

Date		Date

Exhibit D

ATTACHMENT 3

General Agreement:_____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("CLEC") and Qwest Corporation ("Qwest"), for one or more Orders for the CLEC to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.

1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.

3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the

work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a hole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars ($6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.

6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilitates within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.

8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost

of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken my be made by Qwest.

8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars ($200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES**. Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

15. **SEVERABILITY**. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS**.

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.

16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC	Qwest Corporation
_____	_____
Signature	Signature
_____	_____
Name Typed or Printed	Name Typed or Printed
_____	_____
Title	Title
_____	_____
Date	Date

Address for Notices		Address for Notices
		Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202
Contact: Phone: FAX:		Contact: Phone: FAX:

Exhibit D

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____20____

Send to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality

_____ Location _____

From	To	Cable and
Manhole at	Manhole at	Equipment Installed

_____
Name of CLEC

By:_____
Title:_____

Receipt of the above report is hereby acknowledged_____, 20__.

Qwest Corporation

By:_____
Title:_____

1. Reports shall be submitted in duplicate.

2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ___, unless a change has been previously authorized in writing by Licensor.

EXHIBIT B

CLEC:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated _____, 20__, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20__) effective _____.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted

Title_____

By _____
Discontinued:

Total duct footage_____

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY CLEC

CLEC:_____

Return to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated _____,20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated _____, 20__) effective _____.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____
Date Modification Received_____

_____
Name of CLEC

By:_____

Discontinued: By:_____
Poles_____
Anchors_____ Anchor/Guy Strands_____Its:_____
_____

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:
Manager
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

RECITALS

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 47 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 47 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all reasonable costs and expenses, including reasonable attorneys' fees, directly relating to Grantor's execution and delivery of this Agreement.[12]

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 47 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate

this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby reserves any right it may have to keep the terms and conditions of the Right of Way Agreement confidential as to parties other than Grantee or to keep the dollar amounts in the Right of Way Agreement confidential, which rights Grantor expressly reserves. 13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section. [13]

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation,
successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of QWEST CORPORATION, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____ _____, a _____

By:_____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Exhibit D

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("Owner"), whose address is _____, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as _____ between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located at _____ ("Property") that provides Qwest with access to Owner's Property (the "Agreement").

FOR TEN DOLLARS ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

5. CLEC's Obligations. CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

(a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

(d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property;

(e) the term of the agreement; and

(f) the parties to the agreement. [14]

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

6. Acknowledgement of Limitation on Waivers. **Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

_____,

CLEC:

_____

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. They also reflect slight corrections requested by AT&T in New Mexico and agreed upon by Qwest. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Exhibit D

ATTACHMENT 5[15]

FORM PROTECTIVE AGREEMENT

WHEREAS, Qwest Corporation ("Qwest") and _____ agree that the execution of a protective agreement will expedite and facilitate competitive local exchange carrier ("CLEC") access to provisions of non-recorded Right-of-Way agreements (as that term is defined in the Statement of Generally Available Terms and Conditions), including agreements relating to multiple tenant environments ("MTEs") (collectively, "Right-of-Way Agreements"), between Qwest and third-party property owners in _____;

AND, WHEREAS, this Protective Agreement does not affect the access to publicly recorded landowner agreements, which Qwest has agreed to provide to CLECs.

NOW, THEREFORE, IT IS HEREBY AGREED, that:

1. (a) Confidential Information. All documents, data, information, studies, and other materials relating to non-recorded Right-of-Way Agreements between Qwest and third-party property owners in _____ furnished or made available pursuant to a CLEC's request shall be furnished pursuant to the terms of this Agreement, and shall be treated by all persons accorded access thereto pursuant to this Agreement as constituting trade secret, confidential commercial, and financial information (hereinafter referred to as "Confidential Information"), and shall neither be used nor disclosed except for the purposes of:

(a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of Qwest's ownership or control of the ducts, conduits or rights-of-way;

(b) the ownership of wire within the property described in the agreement;

(c) the demarcation point between Qwest facilities and the property owner's facilities in the property described in the agreement;

(d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property;

(e) the term of the agreement; and

(f) the parties to the agreement.

All material claimed to be Confidential Information shall be so marked by the party or its affiliates by stamping each individual page with the designation, "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT." All copies of documents so marked will be made on yellow paper. For purposes hereof, notes made pertaining to or as the result of a review of Confidential Information shall be considered Confidential Information and subject to the terms of this Agreement. Parties filing electronically should file both a confidential and non-confidential version clearly marked as such.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. They also reflect slight corrections requested by AT&T in New Mexico and agreed upon by Qwest. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

(b) Use of Confidential Information and Persons Entitled to Review. All Confidential Information made available pursuant to this Agreement shall not be disclosed to any CLEC agents or employees engaged in sales or marketing efforts on behalf of CLEC and shall not be used or disclosed except for the purposes set forth above. In no event shall the Confidential Information be made available to persons employed by the parties who could use the information in their normal job functions to the competitive disadvantage of the party providing the Confidential Information.

(c) Nondisclosure Agreement. Prior to giving access to Confidential Information as contemplated in paragraph 1(b) above, counsel for the party seeking review of the Confidential Information shall deliver a copy of this Agreement to such person, and prior to disclosure such person shall agree in writing to comply with and be bound by this Agreement. Confidential Information shall not be disclosed to any person who has not signed a Nondisclosure Agreement in the form which is attached hereto and incorporated herein as Appendix A. The Nondisclosure Agreement (Appendix A) shall require the person to whom disclosure is to be made to read a copy of this Protective Agreement and to certify in writing that he or she has reviewed the same and has consented to be bound by its terms. The agreement shall contain the signatory's full name, permanent address and employer, and the name of the party with whom the signatory is associated. Such agreement shall be delivered to counsel for the providing party prior to the person gaining access to the Confidential Information.

2. (a) Use in Pleadings. Where reference to Confidential Information is required in pleadings, examinations, cross-examinations, briefs, arguments, or motions, it shall be by citation of title or some other nonconfidential description. Any further use of or substantive references to Confidential Information shall be placed in a separate section of the pleading or brief and submitted to a state commission, any court, or in arbitration or mediation proceedings under seal. This sealed section shall be served only on counsel of record (one copy each), who have signed a Nondisclosure Agreement. All the protections afforded in this Agreement apply to materials prepared and distributed under this paragraph.

(b) Receipt into Evidence. At least ten (10) days prior to the use of or substantive reference to any Confidential Information as evidence in any proceeding, the party intending to use such Confidential Information shall make that intention known to the providing party. The requesting party and the providing party shall make a good faith effort to reach an agreement so the information can be used in a manner which will not reveal its trade secret, confidential, or proprietary nature. If such efforts fail, the providing party shall separately identify, within five (5) business days, which portions, if any, of the documents to be offered or referenced on the record containing Confidential Information shall be placed in the sealed record. Only one (1) copy of documents designated by the providing party to be placed in the sealed record shall be made and only for that purpose. Otherwise, parties shall make only general references to Confidential Information.

(c) Seal. While in the custody of a state commission, any court, or in arbitration or mediation, these materials shall be marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT," and due to their trade secret nature they shall not be considered as records in the possession of or retained by a state commission, any court, or in arbitration or mediation proceedings within the meaning of any open meetings or public records statutes.

(d) In Camera Hearing. Any Confidential Information which must be orally disclosed to be placed in the sealed record in a proceeding shall be offered in an *in camera* hearing, attended only by persons authorized to have access to the Confidential Information under this Agreement. Similarly, cross-examination on or making substantive reference to Confidential Information, as well as that portion of the record containing references thereto, shall be marked and treated as provided herein.

(e) Appeal. Sealed portions of the record in any proceeding may be forwarded to any court of competent jurisdiction on appeal in accordance with applicable rules and regulations, but under seal as designated herein for the information and use of the court.

(f) Return. Unless otherwise ordered, Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the providing party within 90 days of receipt of the Confidential Information.

3. Segregation of Files. Those parts of any writing, depositions reduced to writing, written examination, interrogatories, and answers thereto, or other written references to Confidential Information in the course of discovery, if filed with a state commission, any court, or in arbitration or mediation proceedings will be sealed, segregated in the files, and withheld from inspection by any person not bound by the terms of this Agreement, unless such Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or, after notice to the parties and hearing, pursuant to an order of a state commission and/or final order of a court having jurisdiction.

4. Preservation of Confidentiality. All persons who may be entitled to receive, or who are afforded access to any Confidential Information by reason of this Agreement, shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall take reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement.

5. Reservation of Rights. The parties affected by the terms of this Protective Agreement retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Protective Agreement in response to interrogatories, requests for information or cross-examination on the grounds of relevancy or materiality. This Agreement shall in no way constitute any waiver of the rights of any party to contest any assertion by a party or finding by a state commission, any court, or in arbitration or mediation proceedings that any information is a trade secret, confidential, or privileged, and to appeal any assertion or finding.

EXECUTED this ___ day of ___, _____.

[Signature pages follow]

APPENDIX A TO PROTECTIVE AGREEMENT

I have reviewed the foregoing Protective Agreement with respect to the review and use of Confidential Information (as defined therein) and agree to comply with the terms and conditions of the Protective Agreement.

Signature:_____

Name (type or print):_____

Exhibit D

Residence Address:_____

_____

_____

Employer or Business Name:_____

Business Address:_____

_____

_____

Party Represented:_____

Date Signed:_____

Exhibit D

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
3BL	3-Way Call Block
3CW	Call Transfer – Trunk Side
53W	Open Switch Interval Protection
69B1X	Call Forwarding - Busy Line
69D	Call Pick-up Directed
69H	Call Forwarding - Don't Answer
69J	Call Forwarding - Busy Line
6APPK	Call Hold
6MD	Barge-In
6SY	Call Waiting Terminating
6SZ	Call Waiting Originating
9FK	Secretarial Listing
A6PPK	Additional Primary Directory Number, Per PDN
A6QPN	Additional Secondary Directory Number*
ACS	Additional Call Appearances, Per Appearance
AR5	ARS Patterns Per Facility Terminating In Patterns
ARS-B	Automatic Route Selection, Common Equip
AS9	Additional Shared Call Appearance, Per Appearance
AYK	Class Anonymous Call Rejection
B2DPK	Automatic Dial
BOV	Executive Busy Override
C4Z	Call Park
CLT	Additional Directory Listing
CMD	Customer Dialed Account Recording
CTP	Call Transfer - All Calls
CV9	Call Forwarding – Variable
CXT	Remote Access Service
D06	Secondary DN
D08	Multiple Shared Call Appearances Of A DN
DAL	Foreign Listing
DHA	Distinctive Alert
DMA	Directed Call Pick-up - Per Line, Barge-In
DO6	Secondary Directory Number
DO8	Shared Directory Number
DPB	Directed Call Pick-up - Per System
E1N	Intracall
E3D	Speed Call
E3F	Speed Calling – 30 Per Line Accessing List
E3P	Call Pick-up
E3PPK	Call Pick-up
E62	Call Waiting Dial Originating
E6D	Directed Call Pick-up - Per Line, Non Barge-In

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
E6G	Call Forwarding – Busy Restricted
E6GUR	Call Forwarding – Busy Unrestricted
E6N	Call Waiting – Intragroup, Per Line Equipped
E8C	Speed Calling 8#
E9G	Call Forwarding - Don't Answer Restricted
E9GUR	Call Forwarding - Don't Answer Unrestricted
EAB	Call Hold
EAT	Call Forwarding - Variable
EBR	Attendant Camp-On And Indication Of Camp-On
EGR	Group Use Service
EH6	Multiline Hunt Group - Circular Hunt
EH8	Multiline Hunt Group - Preferential List Hunt - First Line – Equipped
EH9	Multiline Hunt Group - Preferential List Hunt Additional Line – Equipped
EO3	Call Transfer
ERB	Call Forward Busy - Cust Activate
ERD	Call Forward Don't Answer - Cust Activate
ESC	3-Way
ESH	Convenience Dialing - Shared User
ESHT3	Speed Calling - 30 Per List
ESHT6	Speed Calling - 6 Per List
ESM	Call Forward Variable
EST	Speed Calling - 6 Per Line Accessing List
ESX	Call Waiting
ESZ	Call Waiting – Originating
ETD	Call Diversion
ETG	Call Restriction
ETQPB/BLF	Direct Station Selection/Busy Lamp Field
ETQPB/GIC	Group Intercom All Calls
ETQPB/MWI	Message Center Bus Set
EVB	Call Forward Busy – Programmed
EVBHG	Call Forward Busy - Per Hunt Group
EVD	Call Forward Don't Answer – Programmed
EVDHG	Call Forward Don't Answer - Per Hunt Group
EVF	Call Forward Busy Line Don't Answer, Forward To Outside Number
EVFHG	Call Forward Busy Line Don't Answer, Forward To Outside Number, Per Hunt Group
EVK	Call Forward Busy Line Don't Answer, Overflow
EVKHG	Call Forward Busy Line Don't Answer, Overflow, Per Hunt Group

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
EVO	Call Forward Busy Line, Overflow
EVOHG	Call Forward Busy Line, Overflow - Per Hunt Group
EY3PS	Network Speed Call
FAL	Additional Listing In Another Directory
FBJ	Call Forward, Busy Line – Expanded
FBJHG	Call Forward, Busy Line – Expanded - Per Hunt Group
FCU/FCY	Call Forwarding-Programmable
FDJ	Call Forward, Don't Answer – Expanded
FDJHG	Call Forward, Don't Answer – Expanded - Per Hunt Group
FGDPN	Secondary Directory Number, Per SDN
FID LNR after line USOC	Last Number Redial
FID MSB after line USOC	Make Set Busy
FID NDT after line USOC	Data Call Protection
FID PRK after line USOC	Call Park
FKAPN	Continuous Redial, Per PDN
FKDPN	Last Call Return, Per PDN
FKEPN	Selective Call Forwarding, Per PDN
FKQPN	Call Rejection, Per PDN
FNA	Alternate Call Listing
FOQ	Call Forwarding Without Call Completion
FVJ	Call Forwarding Busy Line/Don't Answer Interoffice
FVJHG	Call Forwarding Busy Line/Don't Answer Interoffice - Per Hunt Group
G5BPN	X.25 Reverse Charge Acceptance, Per Number
GFDPN	Packet Switched Data Including One X.25 Logical Channel
GSVPK	X.25 Throughput Class Negotiation
GVJ	Speed Calling - 1 & 2 Digit List
GVT	6-Way
GVV	Speed Calling - 1 & 2 Digit List
GVZ	Speed Calling - 1 & 2 Digit List
GXEPN	X.25 Fast Select Acceptance, Per Number
GXGPK	X.25 Flow Control Parameter Negotiation
H6U	Hunting – UCD - Data
H6UPG	Hunting – UCD - Data - Per Group
HBS	Last Call Return Block
HCKPG	Circular Hunting - Per Group
HDT	Hunting - Circular – Data
HDTPG	Hunting - Circular - Data - Per Group
HLA	Hot Line
HSHHP	Preferential Hunting
HSO	Series Completion Per Each TN Hunted To
HTG	Hunting Feature

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
HX2	Call Waiting Terminating
JUL	Joint User Listing
KX9	Toll Restriction
LBN	Caller Id LIDB Listing
M1W	Message Waiting Indicator Audible/Visible
MAZ	Analog Call Appearance
MGN	Audible Message Waiting Service
MJJPK	Conference Calling Meet Me
MO9PK	Conference Calling Preset
MUMHT	Centrex Billing; Network Access Register Sharing Capability
MV5	Visual Message Waiting Service
N13	Call Transfer/Three Way
N2D	Hunting - Sequential - Data
N2DPG	Hunting - Sequential - Data - Per Group
N3CPB	Non-Standard Configuration Group, Per Button
NAE	Shared Call Appearance, Per Appearance
NBWPN	Message Waiting Indication, Per PDN
NC8PN	Priority Call, Per PDN
NCE	Class Selective Call Forwarding
NDD	Caller ID Blocking-All Calls, Per PDN
NDK	Automatic Identified Outward Dialing
NF4VC	Calling Number Id Feature Package
NF4VF	Flexible Calling Feature Package
NGQ	Did Sequential Number Block
NGS	20 Sequential DID Numbers
NHGPG	Key Short Hunt, Per Group
NHGPN	Key Short Hunt, Per Number
NHN	Each DID Number
NHNRN	Each DID Reserved
NJEPN	Call Forwarding Variable-All Calls-Voice, Per DN
NJGPN	Call Forwarding Busy Line-All Calls-Voice, Per DN
NJKPN	Call Forwarding Don't Answer-All Calls-Voice, Per DN
NKM	Class Calling Number Delivery Blocking
NKM	Caller-ID Block Per Line
NLT	Non-Listed Service
NM1PP	Isdn Calling Name Delivery
NMCPN	Call Name Id, Per Number
NN8PK	Speed Calling (8), Per Terminal
NNK	CLASS Name /#
NPU	Non-Published Service
NQ1PN	Call Exclusion, Per DN
NQ2PN	Call Forwarding Busy Line For Circuit-Switched Data

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
NQMPN	Call Forwarding Don't Answer For Circuit-Switched Data
NRCJ1	Call Forwarding - Outside
NRCJ6	Call Waiting – Intragroup, Per System
NSD	Caller Identification Number
NSH	Alternate Listing
NSK	Class Priority Call
NSQ	Class Last Call Return
NSS	Class Continuous Redial
NSW	No Solicitation Calls Directory Listing
NSY	Class Selective Call Rejection
NTU	Night Service (Trunk Answer Any Station)
NU4PN	Call Forwarding Variable-All Calls For Circuit Switched Data
NW9AL	Additional X.25 Logical Channel, Per Logical Channel
NWT	Flexible Calling Feature Package
NXJPK	Speed Calling (30), Per Terminal
NZ6PK	Six Way Conference, Per Terminal
NZHPN	Call Pick-up, Per Number
NZQ	Hunting – Sequential
NZQPG	Hunting – Sequential - Per Group
NZS	Hunting – Circular
NZSPG	Hunting – Circular - Per Group
NZT	Hunting – UCD
NZTPG	Hunting – UCD - Per Group
NZVPG	Intercom, Per Group
OBK5X	Optional Calling Plans*
OTQ	Outgoing Trunk Queuing
PLC	Code Calling
PLS	Advanced Private Line Termination
RBVXC	International Toll Block
RD7PN	Redirecting Number Delivery, Per Number
REAGF	Block Compromise Charge-Removal Of A TN From A Sequential Number Block
REAGG	Block Compromise Charge-Temporary Removal Of A TN From A Sequential Number Block
REAGM	Changing Number Of Digits Outpulsed, Per Change
REAGN	Changing Signaling, Per Change
RGE	Automatic Callback
RGG1A	Custom Ringing
RGG1B	Custom Ringing
RGG1C	Custom Ringing
RGG2A	Custom Ringing
RGG2B	Custom Ringing

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
RGG2C	Custom Ringing
RGG3A	Custom Ringing
RGG3B	Custom Ringing
RGG3C	Custom Ringing
RN4PP	Isdn Redirecting Name Delivery
RNCEP	Easy Number
RNN	Distinctive Call Waiting Tone
RTV1Q	Toll Restriction – Billed Number Screening
RTV1X	Toll Restriction – Billed Number Screening
RTV2Q	Toll Restriction – Billed Number Screening
RTV3Q	Toll Restriction – Billed Number Screening
RTV4Q	Toll Restriction – Billed Number Screening
RTVXN	Restriction Of 976 Calls
RTVXQ	Toll Restriction – Billed Number Screening
RTVXY	10xxx Direct Dialed Blocking
RTY	Toll Restriction Service Individual & Key Lines
SE3PG	Hunting - Series Completion - Per Group
SE3PG	Series Completion Hunt, Per Group
SE3PN	Hunting - Series Completion - Per #
SEA	Selective Class Of Call Screening Per Access Line
SRG	Selective Class Of Call Screening Per Line Or Trunk
TW1	Talking Call Waiting
U1E	Loop Extension Technology
XLL	Directory Line Of Information
XRW,XRS	2B+D (Circuit Switched Data)*
ZNBHX	Zone 2 - With Hunting; In Central (EAS)
ZPTMX	Isdn Call Transfer Per T-1 Facility

PACKAGES

UVKBX	Call Waiting/Cancel, Speed Call 30, 3-Way Automatic Call Back, and Call Forward Variable
UVKEX	Basic Vertical Feature Package & Class Features, Call Waiting ID, Call Name & Number Delivery, Continuous Redial, Selective Call Forwarding, Selective Call Rejection, and Anonymous Call Rejection

Exhibit F
SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:

1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

EXHIBIT G

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Exhibit I
Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.

2. ICB Rate Intervals

2.1 For those products and services identified in the SGAT that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the SGAT or this Exhibit.

2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:

2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.

2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.

2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.

2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.

2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.

2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of

vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

3. ICB Provisioning Intervals

3.1 For those products and services provided pursuant to this SGAT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

Exhibit J
Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange (§251(b)(5)) Traffic, per section 7.3.4.4 at:

CLEC must select either 1. OR 2.

1. The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established in ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.
Signature _____

2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensation one another at the appropriate rates and in an prompt manner (See §7.3.6).
Signature _____

When the FCC ordered rate for ISP-bound traffic is applied to (§251(b)(5)) Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

Exhibit K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service.

2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund administered by the state regulatory commission or, if required by existing law, to the state general fund.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance).

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained. In such a situation, the determination of whether Qwest meets or fails the benchmark standard will be made using performance results for the month in question, plus a sufficient number of consecutive months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail

analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified "z-test," for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = DIFF / \sigma_{DIFF}$$

Where:

$$DIFF = M_{Qwest} - M_{CLEC}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root σ Qwest $(1/n_{CLEC} + 1/n_{Qwest})]$

σ^2_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., $M_{CLEC} - M_{QWEST}$.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data
Pool and mix the CLEC and Qwest data sets
Perform the following 1000 times:
Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or n_{QWEST}).
Compute and store the modified z-test score (Z_S) for this sample.
Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic
Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α, the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8.
For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for

that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly "misses" it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment "indicator" presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment "indicator" back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the "Per Measurement" category. For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Payments," payment to a CLEC will be the amount set forth in Table 2 below under the section labeled "per measurement."

TABLE 2: TIER-1 PAYMENTS TO CLEC

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$150	$250	$500	$600	$700	$800	$100
Medium	$ 75	$150	$300	$400	$500	$600	$100
Low	$ 25	$ 50	$100	$200	$300	$400	$100

Per Measurement Cap							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000	$25,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000	$ 10,000
Low	$ 5,000	$10,000	$15,000	$ 20,000	$ 25,000	$ 30,000	$ 5,000

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is $150 per day. For days 11 through 20, the payment is $300 per day and so on.

TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS

Days Late	Completion Date	Feasibility Study
1 to 10 days	$150/day	$45/day
11 to 20 days	$300/day	$90/day
21 to 30 days	$450/day	$135/day
31 to 40 days	$600/day	$180/day
More than 40 days	$1,000/day	$300/day

6.4 A minimum payment calculation shall be performed at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by multiplying $2,000 by the number of months in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for

the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 Determination of Non-Conforming Measurements: The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value, identified in section 7.2, in a single month. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to the State in a single month shall not exceed the amount listed in Table 4 for the "Per Measurement" category.

TABLE 4: TIER-2 PAYMENTS TO STATE FUNDS

Per Occurrence

Measurement Group	
High	$500
Medium	$300
Low	$200

Per Measurement/Cap

Measurement Group	
High	$75,000
Medium	$30,000
Low	$20,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

GA-1: Gateway Availability - IMA-GUI
GA-2: Gateway Availability - IMA-EDI
GA-3: Gateway Availability – EB-TA
GA-4: System Availability – EXACT
GA-6: Gateway Availability – GUI-Repair
PO-1: Pre-Order/Order Response Times
OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center
PO-20: Manual Service Order Accuracy

GA-1 has three sub-measurements: GA-1A, GA-1B, and GA-1C. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together. PO-20 shall have two product disaggregations – Resale POTS / UNE-P (POTS) and Unbundled Loops (Analog and Non-Loaded 2-Wire).

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS

Measurement	Performance	State Payment	14 State Payment
GA-1,2,3,4,6	1% or lower	$1,000	$14,000
	>1% to 3%	$10,000	$140,000
	>3% to 5%	$20,000	$280,000
	>5%	$30,000	$420,000
PO-1	2 sec. Or less	$1,000	$14,000
	>2 sec. to 5 sec.	$5,000	$70,000
	>5 sec. to 10 sec.	$10,000	$140,000
	>10 sec.	$15,000	$210,000
OP-2/MR-2	1% or lower	$1,000	$14,000
	>1% to 3%	$5,000	$70,000
	>3% to 5%	$10,000	$140,000
	>5%	$15,000	$210,000
PO-20			
- Resale POTS / UNE-P (POTS)	1% or lower	$500	$7,000
	>1% to 3%	$2,500	$35,000

	>3% to 5%	$5,000	$70,000
	>5%	$7,500	$105,000
- Unbundled Loops	1% or lower	$500	$7,000
(Analog and 2-Wire	>1% to 3%	$2,500	$35,000
Non-Loaded)	>3% to 5%	$5,000	$70,000
	>5%	$7,500	$105,000

7. 5 Payment of Tier 2 Funds: Payments to a state fund shall be used for any purpose determined by the Commission that is allowed to it by state law. If the Commission is not permitted by state law to receive or administer Tier 2 payments, payments shall be made to the state general fund or to such other source as may be provided for under state law.

8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is % diff = (CLEC result – Calculated Value)/Calculated Value.

8.2.1.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z- statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the "per measure" portion of Table 2: Tier 1 Payments to CLEC.

9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1 Application of the Critical Z-Values: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided to all CLECs by Qwest for the month in question. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements except MR-2 and OP-2. If Qwest misses a performance

standard and there are at least 10 data points for the performance measurement, a Tier 2 payment will be calculated and paid as described below and will continue in each succeeding month until Qwest's performance meets the applicable standard.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.1.2 Step 2: The percentage difference between the actual averages and the calculated averages for each month shall be calculated . The calculation for parity measurements is % diff = (actual average – calculated average)/calculated average.

9.2.1.3 Step 3: For each performance measurement, the total number of data points for the non-conforming month shall be multiplied by the percentage calculated in the previous step and multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages for the non-conforming month shall be calculated. The calculation for parity measurement is diff = (CLEC result – calculated percentage). This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for the non-conforming month shall be multiplied by the difference in percentage calculated in the previous step and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.4 Performance Measurements that are Ratios or Proportions:

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate for the non-conforming month shall be calculated. The calculation is: diff = (CLEC rate – calculated rate). This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for the non-conforming month and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the "per measure" portion of the Tier 2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than $5,000, a minimum payment of $5,000 shall be made. The resulting total payment amount to CLECs will

be apportioned to the affected CLECs based upon each CLEC's relative share of the number of total service misses.

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

11.0 Payment

11.1 Payments to CLEC, the State, or the Special Fund shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 Payment to CLEC shall be made via bill credits. Bill credits shall be identified on a summary format substantially similar to that distributed as a prototype to the CLECs and the Commissions. To the extent that a monthly payment owed to CLEC under this PAP exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

11.3 Upon the execution of a memorandum of understanding with the South Dakota Commission, a South Dakota Special Fund and a South Dakota Discretionary Fund shall be created for the purposes and in accordance with section 11.0. The South Dakota Commission shall authorize disbursement of funds. All claims against the funds shall be presented to the Commission and shall be the responsibility of the South Dakota Commission.

11.3.1 Qwest shall establish the South Dakota Special Fund and the South Dakota Discretionary Fund as separate interest bearing escrow accounts. Upon Qwest receiving effective section 271 authority from the FCC for the state of South Dakota, the Commission shall determine and direct Qwest to deposit into the South Dakota Special Fund either 1) one-fifth of all Tier 1 payments that exceed the month 1 payment amounts in Table 2 and one-third of all Tier 2 payments or 2) 50% of all Tier 2 payments. Qwest shall deposit any other Tier 2 payments into the South Dakota Discretionary Fund. The costs of the escrow accounts will be paid for from the accounts' funds.

11.3.2 The South Dakota Special Fund shall be created to pay the independent auditor and audit costs for the purpose of regional or state audits as specified in section 15.1 or, and to pay expenses incurred by the Commission in participating in any regional review of the PIDs. Disbursements from the South Dakota Special Fund

shall first be from Tier 2 funds and second from Tier 1 funds. Not less than every two years, Tier 1 funds that are not needed to meet the continuing obligations of the Special Fund shall be returned on a pro-rata basis to CLECs, including any interest not used for fund administration. Other than the transfer of funds allowed in section 11.3.2.1, disbursements from the South Dakota Discretionary Fund shall be for, but not limited to, South Dakota telecommunications initiatives. Any excess funds in the South Dakota Special Fund may be transferred to the South Dakota Discretionary Fund at the Commission's discretion.

11.3.2.1 If the South Dakota Commission chooses not to participate in the regional audit pursuant to section 15.1 and the account balance of the South Dakota Special Fund escrow account is less than $50,000 at the time of any state audit described in section 15.1, a transfer of funds from the South Dakota Discretionary Fund to the South Dakota Special Fund shall be allowed in the amount necessary to bring the South Dakota Special Fund balance to $50,000.

11.3.3 Notwithstanding the provisions herein, Qwest shall advance sufficient funds to any consolidated Special Fund established by participating states, set up for the purpose of a regional audit as specified in sections 15.1, not to exceed $200,000 (or $500,000 in the event 6 or more states participate in the regional audit) in order to meet initial claims against that Fund to the extent that contributions from Tier 1 and/or Tier 2 payments are insufficient. Qwest shall be allowed to recover any such advances plus interest at the rate that such an escrow account would have earned from future Tier 2 payments.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12-month period beginning with the effective date of the PAP for the State of South Dakota. The annual cap for the State of South Dakota shall be 36% of the prior year's ARMIS Net Return, or $15,000,000, whichever is greater, subject to any applicable adjustments permitted pursuant to section 12.2. Qwest shall submit to the Commission the calculation of each year's cap no later than 30 days after submission of ARMIS results to the FCC. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages, including any such damages paid pursuant to this Agreement, any other interconnection agreement, or any other payments made for the same underlying activity or omission under any other contract, order or rule and Tier 2 assessments or payments made by Qwest for the same underlying activity or omission under any other contract, order or rule.

12.2 If Qwest payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3rd of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request Qwest to explain the non-conforming performance and show that it did not result from Qwest's failure to act in a prudent manner to avoid reasonably foreseeable consequences.

The Commission may raise the cap to the amount which Qwest would have paid in the higher of the prior two years, may ask the Federal Communication Commission ("FCC") to halt Qwest's in-region interLATA long distance marketing authority for a particular interval, or may take other appropriate action.

12.3 If the annual cap is reached, each CLEC shall, as of the end of the plan year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage of equalization shall take place as follows:

12.3.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the cumulative monthly cap (defined as $1/12^{th}$ of the annual cap times the cumulative number of months to date) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due to any CLEC for that month and any succeeding months, as necessary.

13.0 Limitations

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours

of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier –1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance measurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety in its interconnection agreement with Qwest in lieu of other alternative standards or relief. Where alternative standards or remedies for Qwest's wholesale performance are available under rules, orders, or contracts, including interconnection agreements, CLEC will be limited to either PAP standards and remedies or the standards and remedies available under rules, orders or contracts and CLECs choice of remedies shall be specified in its interconnection agreement.

13.7 Any liquidated damages payment by Qwest under these provisions is not hereby made inadmissible in any proceeding related to the same conduct where Qwest seeks to offset the payments against any other damages a CLEC may recover; whether or not the nature of the damages sought by the CLEC is such that an offset is appropriate will be determined in the relevant proceeding.

13.8 To the extent Qwest believes that some Tier 2 payments required to be made under this PAP would duplicate payments that have been assessed by or on behalf of the Commission pursuant to any service quality rules or Commission orders, Qwest may make such Tier 2 payments to a special interest bearing escrow account and then dispute the payments before the South Dakota Commission. If Qwest can show that the payments relate to the same underlying activity or omission, it may retain the Tier 2 payments and any interest accrued on such payments.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds $3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the $3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of $3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of $3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than $1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT with the CLEC.

13.10 Any payments made by Qwest as a result of the PAP should not: 1) be included as expenses in any Qwest revenue requirement, or 2) be reflected in increased rates to CLECs for services and facilities provided pursuant to Section 251(c) of the Telecommunication Act of 1996 and priced pursuant to Section 252(d) of the Telecommunications Act of 1996.

13.11 This Exhibit K may be assigned as a part of any agreement to which SGAT Section 5.12.1 is applicable.

14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of

compliance with its reporting obligations before the expiration of the five business day grace period. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of $500 for each business day for which performance reports are 6 to 10 business days past the due date; $1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and $2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable format for one year. For the remaining two years, the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

15.0 Integrated Audit Program/Investigations of Performance Results

15.1 Audits of the PAP shall be conducted under the auspices of the Commission in accordance with a detailed audit plan developed by an independent auditor and approved

by the Commission. The Commission shall select the independent auditor with input from Qwest and the CLECs. The Commission will determine, based upon requests and upon its own investigation, which results and/or measures should be audited. The Commission may, at its discretion, conduct audits through participation in a collaborative process with other states.

15.1.1 The initial audit plan shall be conducted over two years, with audit periods subsequent to the initial audit to be determined by the Commission. The Commission will determine the scope of and procedure for the audit plan, which, at a minimum, will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The initial audit plan will give priority to auditing the higher risk areas identified in the Final OSS Report.

15.1.2 The Commission will attempt to coordinate its audit plan with other audit plans that may be conducted by other state commissions so as to avoid duplication. The audit shall be conducted so as not to impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that it can be conducted in accordance with the reasonable course of Qwest's business operations.

15.1.3 Any dispute arising out of the audit plan, the conduct of the audit, or audit results shall be resolved by the Commission.

15.2 Qwest must report to the Commission monthly any changes it makes to the automated or manual processes used to produce performance results including data collection, generation, and reporting. The reports must include sufficient detail to enable the parties to understand the scope and nature of the changes.

15.3 In the event of a disagreement between Qwest and CLEC as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, CLEC and Qwest may, upon a demonstration of good cause (e.g., evidence of material errors or discrepancies), request an independent audit to be conducted, at the initiating party's expense. The independent auditor will assess the need for an audit based upon whether there exists a material deficiency in the data or whether there exists an issue not otherwise addressed by the audit plan for the current cycle. The Commission will resolve any dispute by any party questioning the independent auditor's decision to conduct or not conduct a CLEC requested audit and the audit findings, should such an audit be conducted. Audit findings will include: (a) general applicability of findings and conclusions (i.e., relevance to CLECs or jurisdictions other than the ones causing test initiation), (b) magnitude of any payment adjustments required and, (c) whether cost responsibility should be shifted based upon the materiality and clarity of any Qwest non-conformance with measurement requirements (no pre-determined variance is appropriate, but should be based on the auditor's professional judgment). CLEC may not request an

audit of data more than three years from the later of the provision of a monthly credit statement or payment due date.

15.4 Expenses for the audit of the PAP and any other related expenses incurred by the Commission, except that which may be assigned under section 15.3, shall be paid first from the Tier 2 funds in the Special Fund. If no Special Fund is in existence or Tier 2 funds are not otherwise sufficient to cover audit costs in whole or in part, the Commission will develop an additional funding method that will include contributions from CLECs' Tier 1 payments and from Qwest.

15.5 Any party may petition the Commission to request that Qwest investigate any consecutive Tier 1 miss or any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. Qwest will report the results of its investigation to the Commission, and to the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest may petition the Commission to request that it receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. Qwest may also request that the relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this agreement.

16.0 Reviews

16.1 Every six (6) months beginning six months after the effective date of 271 approval by the FCC for the state of South Dakota, Qwest, CLECs, and the Commission shall participate in a review of the performance measurements to determine whether the measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by standards; and whether to move a classification of a measurement to High, Medium, or Low or Tier 1 to Tier 2. Criteria for review of performance measurement, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. After the Commission considers changes proposed in the six month review process, it shall determine what, if any, changes shall be made by Qwest. The Commission retains its independent authority under state law to initiate a proceeding to review the PAP at any time and to order changes to any provisions of the PAP, after notice and hearing, and consistent with due process and other rights of all parties. No new performance measurements shall be added to the PAP that have not been subject to observation as a diagnostic measurement for a period of six (6) months, unless ordered otherwise by the Commission. Any changes made pursuant to this section shall apply to and modify this agreement.

16.1.1 Notwithstanding section 16.1, if any agreements on adding, modifying, deleting, performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the QPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to and approved by the Commission, whether before or after a six-month review.

16.1.2 Nothing in this PAP precludes the Commission from modifying the PAP based upon its independent state law authority, subject to judicial challenge. Nothing in this PAP constitutes a grant of authority by either party to this agreement nor does it constitute a waiver by either party to this agreement of any claim either party may have that the Commission lacks jurisdiction to make any modifications to this PAP, including any modifications resulting from the process described in Section 16.0.

16.2 Two years after the effective date of the first FCC 271 approval of the PAP, the Commission, by itself or in conjunction with other state commissions, may conduct a review by a independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. Except for expenses which may be assigned under section 15.3, the expenses of any review by the state of South Dakota, or if the Commission participates in a multistate review, the expenses shall be paid first from the Tier 2 funds in the Special Fund. If no Special Fund is in existence or Tier 2 funds are not otherwise sufficient to cover audit costs in whole or in part, the Commission will develop an additional funding method that will include contribution from CLECs' Tier 1 payments and from Qwest.

16.3 Qwest will make the PAP available for CLEC interconnection agreements. Upon Qwest's elimination of its Section 272 affiliate or upon it exiting the interLATA market, Qwest may petition the Commission to phase out the PAP. At that time, a review of the PAP shall be conducted to determine whether a phase-out of the PAP is appropriate.

17.0 (Reserved for Future Use)

18.0 Dispute Resolution

Except as otherwise provided in the PAP, the Commission shall resolve any disputes.

Exhibit K

Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3[a]	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6[b]	X					
Billing Completion Notification Timeliness	PO-7[b]	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3[c]			X		X	
Installation Intervals	OP-4[d]			X		X	
New Service ~~Installation~~ Quality	OP-5a			X		X	
Delayed Days	OP-6[e]			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3			X			
All Troubles Cleared within 4 hours	MR-5			X			
Mean time to Restore	MR-6a,b,c			X			
Repair Repeat Report Rate	MR-7			X		X	
Trouble Rate	MR-8			X		X	
LNP Trouble Reports Cleared within 24 Hours	MR-11			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two "families:" PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c.. OP-4 is included with OP-6 as five "families:" OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

d. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

Exhibit K

Attachment 2: Performance Measurements Subject to Per Measurement Caps

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)
Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)
Billing Completeness – BI-4 (Tier 1/Tier 2)

Exhibit L

ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

CLEC

By:_____

Title:_____

Date:_____

Exhibit M

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that CLEC believes that the rates, terms and conditions for the Qwest New Product should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the SGAT. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By:_____

Title:_____

Date:_____

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 19, 2004 through February 25, 2004

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 report. Phone: 605-773-3201

TELECOMMUNICATIONS

TC04-035 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Rural Cellular Corporation and Midcontinent Communications.

On February 19, 2004, the Commission received a Filing for Approval of a Reciprocal Transport and Termination Agreement between Rural Cellular Corporation and Midcontinent Communications. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accordance with the Telecommunications Act of 1996, which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 10, 2004. 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 Filed: 02/19/04
Initial Comments Due: 03/10/04

TC04-036 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Wireless Alliance, LLC and Midcontinent Communications.

On February 19, 2004, the Commission received a Filing for Approval of a Reciprocal Transport and Termination Agreement between Wireless Alliance, LLC and Midcontinent Communications. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accordance with the Telecommunications Act of 1996, which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 10, 2004. 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 Filed: 02/19/04
Initial Comments Due: 03/10/04

TC04-037 In the Matter of the Filing by Qwest Corporation for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services (Fifth Revision).

On February 20, 2004, Qwest Corporation (Qwest) filed an updated Statement Of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services (SGAT) (Fifth Revision, dated February 20, 2004). On August 21, 2003, the Federal Communications Commission released its Triennial Review Order (TRO). The TRO substantially altered Qwest's obligations under Section 251 of the Telecommunications Act of 1996 to offer unbundled network elements. Many of these changes require modifications to Qwest's South Dakota SGAT. As a result, Qwest submitted this revision that, among other changes, includes revisions necessary to comply with the TRO. In addition to the changes required by the TRO, Qwest has made a number of miscellaneous changes to the South Dakota SGAT. Some changes reflect agreements reached with Competitive Local Exchange Carriers (CLECs) in other states in the Qwest region and which Qwest wishes to incorporate into the South Dakota SGAT. Other changes have been reviewed and approved by the Change Management Process for inclusion in SGATs throughout the Qwest region. Finally, Qwest has included changes to correct typographical and grammatical errors, punctuation and spelling, and capitalization of defined terms. Qwest requests that the Commission allow this version of the SGAT to go into effect no longer than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 02/20/04
Intervention Deadline: 03/12/04

TC04-038 In the Matter of the Petition of Santel Communications Cooperative, Inc. for Suspension of Intermodal Local Number Portability Obligations.

On February 25, 2004, Santel Communications Cooperative (Santel) filed a petition requesting the Commission to grant a suspension to Santel from porting numbers, wireless-to-wireless, as may be requested by Commercial Mobile Radio Services (CMRS).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 02/25/04
Intervention Deadline: 03/12/04

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BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

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**Licensed only in Colorado

March 16, 2004

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

RECEIVED
MAR 18 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Docket No. TC04-037
Our File No. 2104.132

Dear Ms. Bonrud:

Please find enclosed for filing the original and ten (10) copies of Qwest Corporation's Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

Thomas J. Welk

TJW/vjj
Enclosures
cc: Tim Goodwin
Melissa Thompson
Larry Toll
Steve Weigler
David Gerdes
Linden Evans
Mark Stacy

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED
MAR 18 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE ANALYSIS OF QWEST CORPORATION'S COMPLIANCE WITH SECTION 271(c) OF THE TELECOMMUNICATIONS ACT OF 1996	TC04-037 QWEST CORPORATION'S MOTION TO WITHDRAW NOTICE OF UPDATED STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS AND STATEMENT OF COMPLIANCE

On February 20, 2004, Qwest Corporation ("Qwest") filed its Notice of Updated Statement of Generally Available Terms and Conditions ("Updated SGAT") in the above captioned docket. Qwest now moves to withdraw its Updated SGAT for the reasons stated below.

In addition to some miscellaneous changes, the Updated SGAT predominantly reflected changes responding to the decision of the Federal Communications Commission in its Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01-338 et al., FCC 03-227, 18 FCC Rcd 16978 (Aug. 21, 2003) (the "Triennial Review Order").

As the Commission is aware, the Triennial Review Order was appealed by a number of parties, and the case was heard by the United States Court of Appeals for the District of Columbia. On March 2, 2004, the Court issued a decision in United States Telecom Association v. Federal Communications Commission and United States of America, On Petitions for Writ of Mandamus and for Review of an Order of the Federal Communications Commission, Case No. 00-1012 ("DC Circuit Court of Appeals Triennial Review Decision"). In that decision, as the

Commission knows, the Court vacated the Triennial Review Order in part and remanded it in part. The Court stayed its decision for the longer of 60 days or until a petition for rehearing is denied.

As noted, the Updated SGAT was based predominantly on changes brought about by the Triennial Review Order. If the DC Circuit Court of Appeals Triennial Review Decision goes into effect, certain relevant portions of the Triennial Review Order upon which the Updated SGAT is based will be vacated on May 1, 2004. Such vacation would require Qwest to submit another SGAT based on the law in effect as of that date.

Representatives from several state utility commissions have expressed concern that, in light of the developments described above, they will be required essentially to review two SGATs in very short order. Qwest concurs that this is a very possible and, indeed, likely scenario, based on the swiftness with which the DC Circuit Court of Appeals Triennial Review Decision was issued relative to the issuance of the Triennial Review Order.

In deference to these concerns, and in order to conserve its own resources, Qwest requests to withdraw its Updated SGAT filed on February 20, 2004. In the event that the DC Circuit Court of Appeals Triennial Review Decision becomes effective on, or soon after, May 1, 2004, it is likely that Qwest will file a new Updated SGAT, which (in addition to the aforementioned miscellaneous changes) will be based on those portions of the Triennial Review Order undisturbed by the Court's decision and will reflect the state of the law as of that date otherwise. If the DC Circuit Court of Appeals Triennial Review Decision is stayed for a period beyond May 1, 2004, Qwest reserves the right to re-submit the Updated SGAT, previously filed on February 20, 2004.

WHEREFORE, Qwest Corporation hereby moves to withdraw its Notice of Updated

Statement of Generally Available Terms and Conditions filed on February 20, 2004 in the above captioned docket.

RESPECTFULLY SUBMITTED this 16th day of March, 2004.

Thomas J. Welk
BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
101 N. Phillips Avenue #600
Sioux Falls, SD 57104
(605) 336-2424

Tim Goodwin
QWEST SERVICES CORPORATION
1801 California Street
Suite 4700
Denver, CO 80202
(303) 896-9874

Attorneys for Qwest Corporation

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Greenfield, Pashby & Welk, L.L.P., and on the 16th day of March, 2004, true and correct copies of Qwest Corporation's Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance were sent via US mail, postage prepaid, to the following addresses:

Steven H. Weigler
AT&T Communications of the Midwest
1875 Lawrence Street - #1524
Denver, CO 80202

Linden Evans
Black Hills Corporation
625 Ninth Street - 6th floor
Rapid City, SD 57709

Midcontinent Communications
David Gerdes
May, Adam, Gerdes & Thompson
503 South Pierre Street
Pierre, SD 57501

Mark Stacy
QSI Consulting
229 Stetson Drive
Cheyenne, WY 82009

Thomas J. Welk

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY QWEST CORPORATION FOR APPROVAL OF STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS	)	ORDER GRANTING MOTION TO WITHDRAW NOTICE OF UPDATED STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS AND STATEMENT OF COMPLIANCE TC04-037

On February 20, 2004, Qwest Corporation (Qwest) filed an updated Statement Of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services (SGAT) (Fifth Revision, dated February 20, 2004). On August 21, 2003, the Federal Communications Commission released its Triennial Review Order (TRO). The TRO substantially altered Qwest's obligations under Section 251 of the Telecommunications Act of 1996 to offer unbundled network elements. Many of these changes require modifications to Qwest's South Dakota SGAT. As a result, Qwest submitted this revision that, among other changes, includes revisions necessary to comply with the TRO. In addition to the changes required by the TRO, Qwest has made a number of miscellaneous changes to the South Dakota SGAT. Some changes reflect agreements reached with Competitive Local Exchange Carriers (CLECs) in other states in the Qwest region and which Qwest wishes to incorporate into the South Dakota SGAT. Other changes have been reviewed and approved by the Change Management Process for inclusion in SGATs throughout the Qwest region. Finally, Qwest has included changes to correct typographical and grammatical errors, punctuation and spelling, and capitalization of defined terms. Qwest requests that the Commission allow this version of the SGAT to go into effect no longer than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3).

On February 26, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of March 12, 2004, to interested individuals and entities. No parties sought intervention. On March 18, 2004, the Commission received a Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance from Qwest.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31.

At its regularly scheduled meeting of April 6, 2004, the Commission considered the Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance. The Commission voted to grant the Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance. It is therefore

ORDERED, that the Motion to Withdraw Notice of Updated Statement of Generally Available Terms and Conditions and Statement of Compliance shall be granted.

Dated at Pierre, South Dakota, this 19th day of April, 2004.

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: Delaina Kalbo

Date: 4/20/04

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner