



TC05-018

Qwest  
1801 California Street, 10<sup>th</sup> Floor  
Denver, Colorado 80202  
Phone 303 383 6643  
Facsimile 303 296 3132  
Melissa.Thompson@qwest.com

Melissa Thompson  
Senior Attorney

January 28, 2005

RECL

FEB 02 2005

SOUTH DAKOTA  
UTILITIES COMMISSION

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

Re: Resale Agreement between Qwest Corporation and eAcceleration Corp. for the  
State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities  
Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of a Resale Agreement  
between Qwest Corporation and eAcceleration Corp. for the State of South Dakota.

Contact information for eAcceleration is as follows:

Terri Adkins, Director of Special Projects  
eAcceleration Corp.  
1050 NE Hostmark Street, Suite 100B  
Poulsbo, WA 98370  
Telephone: 360-598-2855, Ext. 5200

RECEIVED

FEB 02 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

We have also enclosed an extra copy of this filing letter, but have not included an extra  
copy of the Agreement due to its size. Please date stamp the extra copy of the letter and return to  
us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or  
concerns.

Sincerely,



Melissa K. Thompson

Enclosures

cc: Colleen Sevoid (w/o enclosure)  
Terri Adkins (w/o enclosure)

**Resale Agreement  
Between  
Qwest Corporation  
and  
eAcceleration Corp.**

**in the State of**

**South Dakota**

**November 9, 2004**

**RECEIVED**

**FEB 02 2005**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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## Section 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between eAcceleration Corp ("Reseller") a Delaware corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

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

1.4 Because the Statement of Generally Available Terms and Conditions (SGAT) is Qwest's standard contract offer, Resellers with a current Resale Agreement may opt into, through Section 252(i) of the Act, any provision of the Statement of Generally Available Terms and Conditions (SGAT) by executing an appropriate amendment to its current Resale Agreement.

1.4.1 When opting into a provision contained in an existing Resale Agreement or the SGAT, Qwest may require Reseller to accept Legitimately Related provisions to ensure that the opted into provision retains the context set forth in the Resale Agreement or the SGAT. The expiration date of the Resale Agreement from which the opted into provision was selected or the expiration date specified in the SGAT respectively, whichever is closer to the present date, shall be considered Legitimately Related. In all other instances, Qwest bears the burden of establishing that a Resale Agreement or SGAT provision is Legitimately Related.

1.4.2 To opt into a provision of the SGAT through Section 252(i), Reseller 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 Resale Agreement which has been signed by Reseller. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by Reseller 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 Reseller in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where Reseller's requested modification is complex, Qwest shall have additional time to perform its review. When

such extraordinary circumstances exist, Qwest will notify Reseller in writing within fifteen (15) business days from the notice and advise Reseller 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 Reseller's notice.

1.4.3 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, Reseller may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether Reseller provides Qwest with a revised proposed amendment, if Reseller disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then Reseller may immediately demand that the dispute be submitted to dispute resolution and Reseller shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. Reseller may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.4.3.1 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 a Resale Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, Reseller may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.4.3.2 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 attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area or in another mutually agreed upon location.

1.4.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's 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 attorney's fees and costs in prosecuting or defending the action.

1.4.4 If Qwest accepts a Reseller proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon Reseller'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 Commission.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree to the terms, conditions and prices as contained in this agreement:

## 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 April 1, 2003 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Reseller concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Reseller that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Reseller 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 Reseller, 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.

2.3 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 Reseller's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

## Section 3.0 - Reseller INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to Reseller's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to Reseller's obtaining of 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

Operations Support Systems (OSS) and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for resold 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 Reseller identification codes;

Determine Qwest system requirements to support Reseller's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Reseller contact lists; and

Identify Reseller hours and holidays.

3.2.2 Resellers that have previously completed a Questionnaire need not fill

out a new 'New Customer Questionnaire'; however, Reseller 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, Reseller will need to complete the relevant new product questionnaire and amend this Agreement.

## Section 4.0 - DEFINITIONS

"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.

"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.

"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.

"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.

"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/DMS" 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).

"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.

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

"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.

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

"Commission" means the State Regulatory Commission or Board with jurisdiction for the services provided pursuant to this Agreement. In the State of South Dakota, "Commission" means the South Dakota Public Utilities Commission.

"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.

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

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

"Customer" 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.

"Day" means calendar days unless otherwise specified.

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

"Effective Date" shall have the meaning set forth in Section 5.2

"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.

"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 6.

"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)" 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 AGREEMENT shall have the meaning set forth in the Act.

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

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to Reseller to confirm that the Reseller 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.

"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.

"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

Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual, service being requested by Reseller under Section 252(i) of the Act, and not those relating to other, services or elements in the approved Agreement. 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.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 6.

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

"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.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities Reseller requests Qwest to perform, activities Reseller authorizes, or charges that are a result of Reseller'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.

"911 Service" shall have the meaning set forth in Section 6.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three (3) digit Switch entity code which is defined by the D, E, and F digits of a ten (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 9.

"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.

"Parity" means the provision of non-discriminatory access to Resale, and other services provided under an 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 Reseller and "Parties" means Qwest and Reseller.

"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.

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

"POTS" means plain old telephone service.

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

"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 from the other with attendant acknowledgments and status reports.

"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.

"Resale Agreement" or "Agreement" is an agreement entered into between Qwest and Reseller for ancillary services and resale of telecommunication services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

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

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 9.

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

"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.

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

"Work Locations" means any real estate that Reseller 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 Intentionally Left Blank.

5.1.3 Intentionally Left Blank.

5.1.4 Each Party is solely responsible for the services it provides to its End Users 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 Reseller for services, facilities, 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 and ancillary services) and all new and additional services to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

### 5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Section 252 of the Act (the Effective Date). 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, Reseller may obtain services under the terms and conditions of a then-existing AGREEMENT

or Agreement to become effective at the conclusion of the term or prior to the conclusion of the term if Reseller so chooses.

### **5.3 Proof of Authorization (POA)**

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 service, 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 line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in writing 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 Reseller 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, Reseller and Qwest shall pay all undisputed amounts due. Both Reseller 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 Reseller, 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 1<sup>st</sup> 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 (1) 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 Reseller 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 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 all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage 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. Such coverage shall be written with insurers having a "Best's" rating of A- VII. Upon request each Party will provide a certificate of insurance evidencing coverage. Such certificate 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.

## **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.

## 5.9 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 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 person, 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.

5.9.2 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, trademark, 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 Reseller 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 Reseller 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 Reseller 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 Reseller 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 Reseller.

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 Users, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Reseller may use the phrase "Reseller is a Reseller of Qwest Services" (the "Authorized Phrase") in Reseller'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 Reseller.

5.10.6.2 Reseller's use of the Authorized Phrase does not cause End Users to believe that Reseller is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (Reseller 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 Reseller's name and in no event shall exceed 8 point size.

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

5.10.6.5 If Qwest determines that Reseller's use of the Authorized Phrase causes End User confusion, Qwest may immediately terminate Reseller's right to use the Authorized Phrase.

5.10.6.6 Upon termination of Reseller'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 Reseller shall immediately cease any and all such use of the Authorized Phrase. Reseller shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and Reseller 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 (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.

## 5.11 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 Reseller 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 Reseller 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 Reseller 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 Reseller's rights to opt into Interconnection Agreements under §252 of the Act.

## 5.13 Default

***[See, Minnesota SGAT for state-specific Section 5.13.1]***

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 (1) 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 Reserved For Future Use

## **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 Reseller 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 Reseller, 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. 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 arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). 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 There shall be no discovery except for the exchange of documents deemed necessary by the arbitrator to an understanding and determination of the Dispute. Qwest and Reseller shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or Reseller may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between Qwest and Reseller, 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 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

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

5.18.7 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 Reseller 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.

## **5.21 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 Reseller at the addresses shown below:

Qwest Corporation  
Director Interconnection Compliance  
1801 California, Room 2420  
Denver, CO 80202  
Email: IntAgree@qwest.com  
Phone: 303-965-3029  
Fax: 303-896-7077

With copy to:

Qwest Law Department  
Attention: Corporate Counsel, Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202

and to Reseller at the address shown below:

Terri Adkins  
Director of Special Projects  
1050 NE Hostmark St. Suite. 100B  
Poulsbo, WA 98370  
360.598.2855 ext 5200  
[terria@eacceleration.com](mailto:terria@eacceleration.com)

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.**

**5.25 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 Reseller 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 (CALEA)**

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with 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 9 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 Reseller for resale by Reseller, the Parties also acknowledge that Reseller is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, Reseller 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 Reseller must use to access Qwest's OSS at no cost to Reseller. If Reseller asks Qwest personnel to travel to Reseller's location to deliver training, Reseller will pay Qwest's reasonable travel related expenses. Qwest may also offer to Reseller 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 Reseller 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 Reseller 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 Reseller 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 Reseller 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 Reseller 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 Reseller'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 Reseller 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. Reseller may purchase multiple common blocks within a single Central Office switching system when Reseller requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. Reseller 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 Reseller's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet Reseller facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with Reseller 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 Reseller facilities termination point is considered a location. Where Reseller 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 Reseller 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 Reseller has Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location, Reseller will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex Reseller system to a single Reseller serving location for rating purposes. Reseller may not specify a Central Office as a Reseller 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 Reseller for its own use and not resold to End User Customers must be identified by Reseller as such, and Reseller will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to Reseller 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 Reseller in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse Reseller for credits or fines and penalties assessed against Reseller as a result of Qwest's failure to provide service to Reseller, 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 Reseller 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 Reseller 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 Reseller. Qwest is not required to provide service credits for service failures that are the fault of Reseller;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.
- e) In no case shall Qwest's credits to Reseller exceed the amount Qwest would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to Reseller's resold services; and
- f) In no case shall Qwest be required to provide duplicate reimbursement or payment to Reseller for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to Reseller 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 Reseller 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 Reseller. Qwest is not required to pay fines and penalties for service failures that are the fault of Reseller;
- c) Qwest shall not be liable to provide fines and penalties to Reseller if Reseller is not subject to the Commission's fine and penalty requirements for service quality;
- d) In no case shall Qwest's fines and penalties to Reseller exceed the amount Qwest would pay the Commission under the service quality plan; and
- e) In no case shall Qwest be required to provide duplicate reimbursement or payment to Reseller for any service quality failure incident.

6.2.4 In the event that there are existing agreements between Reseller and Qwest for resale under Qwest retail Tariff discounts, Reseller may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or Reseller may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If Reseller 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 Reseller's End User Customer based on End User Customer information provided to Qwest by Reseller. Qwest will place Reseller'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 Section 7, Directory Services Section of this Agreement.

6.2.8 Qwest shall provide to Reseller, for Reseller'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 Reseller 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 Reseller'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 Reseller'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 Reseller.

6.2.9 If Qwest provides and Reseller accepts Qwest's Directory Assistance Service or operator services for Reseller's resold local Exchange Service lines, such directory assistance and operator services may be provided with branding as provided in this Agreement in the sections for Directory Assistance Service, and the section for operator services.

6.2.10 Reseller shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. Reseller and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for Reseller's improper InterLATA and IntraLATA PIC change requests, and Reseller 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 Reseller, or to Reseller 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 Reseller for any reason, Reseller 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 Reseller's End User Customers. Qwest will provide notice to Reseller 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 Reseller 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 Reseller 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 Reseller, Reseller 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 Reseller.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by Reseller 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 Reseller will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for Reseller End User Customer changes of Interexchange or IntraLATA Carriers. Any change in Reseller's End User Customer's Interexchange or IntraLATA Carrier must be requested by Reseller on behalf of its End User Customer, and Qwest will not accept changes to Reseller's End User Customer's Interexchange or IntraLATA Carrier(s) from anyone other than Reseller.

6.3.5 Reseller 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 Reseller with sufficient information to enable Reseller to bill its End User Customers.

6.3.6 Miscellaneous charges applicable to services ordered for resale by Reseller will apply if such Miscellaneous charges apply for equivalent services ordered by Qwest retail End User Customers, except that Reseller 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 Reseller 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 Reseller's bill(s).

6.3.9 If rates for services resold by Reseller under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to Reseller 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 Reseller's request for use by Reseller'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 Reseller, or Reseller'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. Reseller's End User Customers contacting Qwest in error will be instructed to contact Reseller; and Qwest's End User Customers contacting Reseller 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 Reseller from discussing its

products and services with Reseller's or Qwest's End User Customers who call the other Party seeking such information.

6.4.2 Reseller shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest 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 Reseller 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 Reseller's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether Reseller's resale service requests are submitted via OSS or by facsimile.

6.4.4 Reseller is responsible for providing to Qwest complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. Section 7 of this Agreement contains complete terms and conditions for 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 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 Reseller, 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 Reseller by OSS 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 Reseller shall provide Qwest and Qwest shall provide Reseller with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both Reseller 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, Reseller 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 Reseller's resale service requests are established when service requests are received by Qwest through OSS or by facsimile. Intervals

provided to Reseller 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 Reseller and Reseller shall be responsible for all applicable charges for the resold services as provided herein. Reseller 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 Reseller resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide Reseller, 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 9.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for Reseller review.

## **6.6 Maintenance and Repair**

6.6.1 Qwest will maintain its facilities and equipment used to provide Reseller resold services. Reseller 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 Reseller'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 9.

6.6.3 Reseller and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 9.3.8 of this Agreement.

## SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS

### 7.1 Description

7.1.1 White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of Reseller's End Users in Qwest's listing database, based on End User information provided to Qwest by Reseller. Qwest is authorized to use Reseller End User listings as noted below.

### 7.2 Terms and Conditions

7.2.1 Reseller 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 Reseller's End Users at no charge.

7.2.2 Reseller 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.

7.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and CLEC Listings User Documents." Qwest will furnish Reseller the listings format specifications. Directory publishing schedules and deadlines will be provided to Reseller.

7.2.4 If Reseller provides its End User's listings to Qwest, Reseller grants Qwest access to Reseller's End User listings information for use in its Directory Assistance Service, in its Directory Assistance List Information, and for other lawful purposes, except that Reseller's listings supplied to Qwest by Reseller 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 Reseller End User listings in the Directory Assistance Database. Qwest will incorporate Reseller's End User 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.

7.2.5 Reseller End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from Reseller, which authorization may be withheld, shall be required for Qwest to sell, make available, or release Reseller's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from Reseller shall be required for Qwest to sell, make available, or release Reseller'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 Reseller for updating and maintaining Qwest's Listings databases. Reseller will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

7.2.6 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.

7.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with Reseller orders.

7.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all Reseller's and Qwest's End Users. All requests for white pages directory listings, whether Reseller or Qwest End Users, follow the same processes for entry into the listings database.

7.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that Reseller has supplied Qwest the necessary privacy indicators on such listings.

7.2.10 Reseller white pages listings will be in the same font and size as listings for Qwest End Users, and will not be separately classified.

7.2.11 Qwest processes for publication of white pages directory listings will make no distinction between Reseller and Qwest subscribers. Reseller listings will be provided with the same accuracy and reliability as Qwest's End User listings. Qwest will ensure Reseller listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User listings.

7.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to Reseller End Users at Parity with Qwest End Users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User request.

7.2.13 Reseller 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. Reseller further represents that it shall review all listings information provided to Qwest, including End User requested restrictions on use, such as nonpublished and nonlisted restrictions.

7.2.14 Reserved for Future Use.

7.2.15 Reseller shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

7.2.16 Reseller agrees to provide to Qwest its End User names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

7.2.17 Reseller will supply its Reseller Identification (RSID), Access Customer Name Abreviation/Carrier Identification Code (ACNA/CIC) or /Operating Company Number (CLCC/OCN), as appropriate, with each order to provide Qwest the means of identifying listings ownership.

7.2.18 Prior to placing listings orders on behalf of End Users, Reseller shall be responsible for obtaining, and have in its possession, POA, as set forth in Section 5.3 of this Agreement.

7.2.19 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.

7.2.20 Qwest will provide Reseller a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

7.2.21 Reseller may review and if necessary edit the white page listings prior to the close date for publication in the directory.

7.2.22 Reseller is responsible for all dealings with, and on behalf of, Reseller's End Users, including:

7.2.22.1 All End User account activity (e.g., End User queries and complaints);

7.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

7.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for Reseller's End User information (if End User information provided by Reseller to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

7.2.22.4 Any additional services requested by Reseller's End Users.

7.2.23 Pursuant to Sec. 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 local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to Reseller 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 Reseller, Qwest shall enter into negotiations with Reseller for Reseller's use of subscriber list information for purposes other than publishing directories, and Qwest and Reseller will enter into a written contract if agreement is reached for such use.

7.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User listings provided to Reseller 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 listings information provided to Reseller including End User requested restrictions on use, such as nonpublished and nonlisted restrictions.

7.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with a contractor, requires such contractor to publish the

directory listings of Reseller contained in Qwest's listings database so that Reseller's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such contractor provides to Qwest's End Users.

7.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with a contractor shall require such contractor to include in the Customer guide pages of the white pages directory, a notice that End Users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

7.2.26 Qwest agrees that any arrangement with a contractor for the publication of white pages directory listings shall require such contractor to provide Reseller space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach Reseller to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

### **7.3 Rate Elements**

The following rate elements apply to white pages listings and are contained in Exhibit A of this Agreement.

7.3.1 Primary Listings; and

7.3.2 Premium/Privacy Listings.

### **7.4 Ordering Process**

7.4.1 Qwest provides training on white pages listings requests and submission processes. The ordering process is similar to the service ordering process.

7.4.2 Reseller listings can be submitted for inclusion in white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller Resellers, which is available on-line through the PCAT, (<http://www.qwest.com//wholesale/>) or will be provided in hard copy to Reseller upon request. Initial information and directions are available in PCAT.

7.4.3 Reseller can submit the OBF forms incorporated in the LSR via the IMA-EDI, IMA-GUI, or fax.

## SECTION 8.0 - NETWORK SECURITY

8.1 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.

8.2 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. Reseller is responsible for covering its employees on such security requirements and penalties.

8.3 The Qwest telecommunications network is 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.

8.4 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.

8.5 In the event that one (1) 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.

8.6 Reserved For Future Use

8.7 Reserved For Future Use

8.8 Reserved For Future Use

8.9 Reserved For Future Use

8.10 Reserved For Future Use

8.11 Revenue Protection. Qwest shall make available to Reseller 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 Customer Owner Coin Operated Telephone (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 OSS which include but are not limited to LIDB Fraud monitoring systems.

8.11.1 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.

8.11.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying network elements or their subtending OSS 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.

8.11.3 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 (NID), including clip-on fraud, if Qwest could have reasonably prevented such fraud.

8.11.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by Reseller, those costs will be borne by Reseller.

8.11.5 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).

8.11.6 If Qwest becomes aware of potential fraud with respect to Reseller's accounts, Qwest will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible.

8.12 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.

8.13 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 Reseller, for any lines served from Qwest

Wire Centers or cross boxes.

8.14 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Reseller 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 Reseller 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. Reseller will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **Section 9.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **9.1 Description**

9.1.1 Qwest has developed and shall continue to provide Operations Support Systems (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between Reseller'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 Reseller. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access (IMA) User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or Reseller needs require. Qwest shall provide notification to Reseller consistent with the provisions of the Change Management Process (CMP) set forth in Section 9.2.6.

9.1.2 Through its electronic gateways and manual processes, Qwest shall provide Reseller 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 Reseller access to its OSS in substantially the same time and manner as it provides to itself. Qwest will comply with the standards for access to OSS set forth in Section 9. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for Reseller to understand how to implement and use all of the available OSS functions. Qwest shall provide Reseller sufficient electronic and manual interfaces to allow Reseller equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to Reseller any internal business rules and other formatting information necessary to ensure that Reseller's requests and orders are processed efficiently. Qwest shall provide training to enable Reseller to devise its own course work for its own employees. Through its documentation available to Reseller, 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.

### **9.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

#### **9.2.1 Local Service Request (LSR) Ordering Process**

9.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

9.2.1.2 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.

9.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Reseller 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.

9.2.1.4 Functions Pre Ordering, Qwest will provide real time, electronic access to pre-order functions to support Reseller's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to Reseller:

9.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

9.2.1.4.2 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;

9.2.1.4.3 Telephone number request and selection;

9.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

9.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

9.2.1.4.6 Service address verification;

9.2.1.5 Dial-Up Capabilities

9.2.1.5.1 Reserved for Future Use.

9.2.1.5.2 Reserved for Future Use.

9.2.1.5.3 When Reseller requests from Qwest more than fifty (50) SecurIDs for use by Reseller Customer service representatives at a single Reseller location, Reseller shall use a T1 line instead of dial-up access at that location. If Reseller is obtaining the line from Qwest, then Reseller 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 Reseller.

9.2.1.6 Reserved For Future Use

9.2.1.7 Facility Based EDI Listing Process Qwest shall provide a Facility

Based EDI Listing interface to enable Reseller 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 Reseller to adjust system requirements.

9.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with Resellers through the Change Management Process (CMP) process to consider any suggestions made by Resellers to improve or modify such plans. Reseller specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and Reseller.

9.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. Reseller 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.

9.2.1.9.1 Qwest shall provide all Provisioning services to Reseller during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to Reseller 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.

9.2.1.9.2 When Reseller places an electronic order, Qwest will provide Reseller with an electronic Firm Order Confirmation (FOC) notice. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide Reseller 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 the Reseller that the service order record has been completed, and 2) Billing completion that notifies the Reseller that the service order has posted to the Billing system.

9.2.1.9.3 When Reseller places a manual order, Qwest will provide Reseller with a manual firm order confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide Reseller 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 the Reseller that the service order record has been completed, and 2) Billing completion that notifies the Reseller that the service order has posted to the Billing system.

9.2.1.9.4 When Reseller 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 9.

9.2.1.9.5 When Reseller 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 9.

9.2.1.9.6 Business rules regarding rejection of LSRs are subject to the provisions of Section 9.2.6.

9.2.1.9.7 Where Qwest provides installation on behalf of Reseller, Qwest shall advise the Reseller End User Customer to notify Reseller immediately if the Reseller End User Customer requests a service change at the time of installation.

## **9.2.2 Maintenance and Repair**

9.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and Reseller while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. Reseller may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by Reseller that trouble is cleared.

## **9.2.3 Interface Availability**

9.2.3.1 Qwest shall make its OSS interfaces available to Resellers during the hours listed in the Gateway Availability PIDs.

9.2.3.2 Qwest shall notify Resellers in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **9.2.4 Billing**

9.2.4.1 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.

9.2.4.2 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 Reseller.

### 9.2.5 Outputs

Output information will be provided to Reseller 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 Reseller 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 |

#### 9.2.5.1 Bills

9.2.5.1.1 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 Reseller. These bills are segmented by state and bill cycle. The number of bills received by Reseller is dictated by the product ordered and the Qwest region in which Reseller is operating.

9.2.5.1.2 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.

#### 9.2.5.2 Files and Reports

9.2.5.2.1 Daily Usage Record File (DUF) 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 Reseller originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to Reseller with the

same level of precision and accuracy it provides itself. This file will be provided for Resale.

9.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

9.2.5.2.3 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 Reseller and exchange with other Resellers 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.

9.2.5.2.4 Loss Report provides Reseller 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 Resellers or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for Resale.

9.2.5.2.5 Completion Report provides Reseller with a daily report. This report is used to advise Reseller that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for Resale.

9.2.5.2.6 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 Reseller. Category 1101 series records are used to exchange detailed access usage information.

9.2.5.2.7 Reserved for Future Use.

9.2.5.2.8 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), Network Data Mover (NDM) connectivity, or a Web browser.

## 9.2.6 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 Reseller and Qwest to discuss Reseller and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for Resellers and Qwest to discuss and prioritize CRs, where applicable pursuant to CMP document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which Reseller impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) process 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 Resellers, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling Resellers to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among Resellers and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in CMP document, Qwest will submit to Resellers through the CMP, among other things, modifications to existing products and product and technical documentation available to Resellers, introduction of new products available to Resellers, discontinuance of products available to Resellers, 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 process, 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, (the "CMP Document"). As of the date of filing, the CMP Document is the subject of ongoing negotiations between Qwest and Resellers in the ongoing CMP redesign process. Not all of the sections of CMP document have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will be continued to be changed through those discussions. CMP document reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of 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.

9.2.6.1 In the course of establishing operational ready system interfaces between Qwest and Reseller to support local service delivery, Reseller and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Reseller and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

9.2.6.2 Release updates will be implemented pursuant to the CMP set forth in CMP document.

9.2.6.3 Notwithstanding any other provisions in this Agreement, the CMP document will be modified pursuant to the terms of CMP document, 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.

## **9.2.7 Reseller Responsibilities for Implementation of OSS Interfaces**

9.2.7.1 Before any Reseller implementation can begin, Reseller must completely and accurately answer the Reseller Questionnaire.

9.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and Reseller will mutually agree upon time frames for implementation.

## **9.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

9.2.8. Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

9.2.8.1.1 Qwest will provide written notice to Reseller of the need to migrate to a new release.

9.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with Reseller for business scenario re-certification, migration and data conversion strategy definition.

9.2.8.3 Re-certification is the process by which Resellers demonstrate the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to Reseller with the issuance of the disclosure document.

9.2.8.4 Qwest shall provide training mechanisms for Reseller to pursue in educating its internal personnel. Qwest shall provide training necessary for Reseller to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

## **9.2.9 Reseller Responsibilities for On-going Support for OSS Interfaces**

9.2.9.1 If using the GUI interface, Reseller will take reasonable efforts to train Reseller personnel on the GUI functions that Reseller will be using.

9.2.9.2 An exchange protocol will be used to transport EDI formatted content. Reseller must perform certification testing of exchange protocol prior to using the EDI interface.

9.2.9.3 Qwest will provide Reseller 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 Reseller :

9.2.9.3.1 Connectivity Testing – Reseller 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 Reseller or Qwest has implemented environment changes when moving into production.

9.2.9.3.2 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 Reseller during its development and implementation of EDI. The SATE provides Reseller the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies Reseller'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.

9.2.9.3.3 Interoperability Testing – Reseller has the option of participating with Qwest in Interoperability testing to provide Reseller with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies Reseller's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of account information valid 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 Reseller 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

9.2.9.3.5 If Reseller is using EDI, Qwest shall provide Reseller with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow Reseller 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 Reseller's business plan. It is the sole responsibility of Reseller to schedule an appointment with Qwest for certification of its business scenarios. Reseller 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 Reseller, it is the sole responsibility of Reseller to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate Reseller schedule. Conflicts in the

schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Reseller's schedule through the use of alternative hours.

9.2.9.4 If Reseller is using the EDI interface, Reseller must work with Qwest to certify the business scenarios that Reseller will be using in order to ensure successful transaction processing. Qwest and Reseller shall mutually agree to the business scenarios for which Reseller requires certification. Certification will be granted for the specified release of the EDI interface. If Reseller is certifying multiple products or services, Reseller has the option of certifying those products or services serially or in parallel where Technically Feasible.

9.2.9.4.1 For a new software release or upgrade, Qwest will provide Reseller a stable testing environment that mirrors the production environment in order for Reseller to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in this Section.

9.2.9.5 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 EDI release. Notice of the need for re-certification will be provided to Reseller as the new release is implemented. The suite of re-certification test scenarios will be provided to Reseller with the disclosure document. If a Reseller is certifying multiple products or services, Reseller has the option of certifying those products or services serially or in parallel, where Technically Feasible.

9.2.9.6 Reseller will contact the Qwest EDI Implementation Coordinator to initiate the migration process. Reseller may not need to certify to every new EDI release, however, Reseller must complete the re-certification and migration to a new EDI release within six (6) months of the deployment of the new release. Reseller 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.

9.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

9.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Reseller will be required to move their implementation plan to the next release.

9.2.9.6.1.2 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, Reseller will be required to move their implementation plan to the next release.

9.2.9.6.1.3 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.

9.2.9.7 Reseller will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. Reseller will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

9.2.9.8 In addition to the testing set forth in other sections of Section 9.2.9, upon request by Reseller, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, Reseller 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, Reseller 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 Reseller community, the costs shall be assigned to the Reseller requesting the test procedures.

9.2.9.9 Reserved for Future Use.

## **9.2.10 Reseller Support**

9.2.10.1 Qwest shall provide documentation and assistance for Reseller to understand how to implement and use all of the available OSS functions. Qwest shall provide to Reseller in writing any internal business rules and other formatting information necessary to ensure that Reseller's requests and orders are processed efficiently. This assistance will include, but is not limited to contacts to the Reseller account team, training, documentation, and Reseller Help Desk. Qwest will also supply Reseller with an escalation level contact list in the event issues are not resolved via contacts to the Reseller account team, training, documentation, and Reseller Help Desk.

### **9.2.10.2 Reseller Help Desk**

9.2.10.2.1 The Reseller Systems Help Desk will provide a single point of entry for Reseller to gain assistance in areas involving connectivity, system availability, and file outputs. The Reseller Systems Help Desk areas are further described below.

9.2.10.2.1.1 Connectivity covers trouble with Reseller'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.

9.2.10.2.1.2 System Availability covers system errors generated during an attempt by Reseller to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; Unbundled Network Elements (UNE) POTS; Design Services and Repair.

9.2.10.2.1.3 File Outputs covers Reseller'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.

9.2.10.3 Additional assistance to Resellers 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 Reseller to gain assistance in areas involving order submission and manual processes.

## **9.2.11 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.

## **9.3 Maintenance and Repair**

### **9.3.1 Service Levels**

9.3.1.1 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 Reseller repair status information in substantially the same time and manner Qwest provides for its retail services.

9.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Reseller to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

9.3.1.3 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 Reseller 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.

### **9.3.2 Branding**

9.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with Reseller End User Customers. Upon request, Qwest shall use Reseller provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by Reseller.

9.3.2.2 Except as specifically permitted by Reseller, in no event shall Qwest provide information to Reseller subscribers about Reseller or Reseller product or services.

9.3.2.3 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 Reseller or its Affiliates, except as expressly permitted by Reseller.

### **9.3.3 Service interruptions**

9.3.3.1 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".

9.3.3.2 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.

9.3.3.3 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.

9.3.3.4 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.

9.3.3.5 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

9.3.3.5.1 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 Resellers as itself, its End User Customers, its Affiliates, or any other party.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

### **9.3.4 Trouble Isolation**

9.3.4.1 Pursuant to the applicable exchange and network service catalog, Qwest will bill appropriate Maintenance of Service charges, set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in Reseller's portion of the network.

9.3.4.2 Maintenance of Service, set forth in Exhibit A, may be imposed by Qwest on Reseller for other internal repair work incurred on behalf of Reseller and later found to be in Reseller network components.

### **9.3.5 Inside Wire Maintenance**

9.3.5.1 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's demarcation point) for Reseller or its end users.

### **9.3.6 Testing/Test Requests/Coordinated Testing**

9.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

9.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from Reseller.

9.3.6.3 Qwest end users are not given test results. On manually reported trouble, Qwest will not provide to Reseller the test results for its trouble reports. For electronically reported trouble, Reseller may be provided various basic test results.

### **9.3.7 Work Center Interfaces**

9.3.7.1 Qwest and Reseller shall work cooperatively to develop positive,

close working relationships among corresponding work centers involved in the trouble resolution processes.

### **9.3.8 Misdirected Repair Calls**

9.3.8.1 Reseller and Qwest will employ the following procedures for handling misdirected repair calls:

9.3.8.1.1 Reseller and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

9.3.8.1.2 End users of Reseller shall be instructed to report all cases of trouble to Reseller. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

9.3.8.1.3 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 Reseller from discussing its products and services with Reseller's or Qwest's End User Customers who call the other Party seeking such information.

9.3.8.1.4 Reseller and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

9.3.8.1.5 In responding to repair calls, Reseller's End User Customers contacting Qwest in error will be instructed to contact Reseller; and Qwest's End User Customers contacting Reseller 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 Reseller from discussing its products and services with Reseller's or Qwest's End User Customers who call the other Party seeking such information.

### **9.3.9 Major Outages/Restoral/Notification**

9.3.9.1 Qwest will notify Reseller of major network outages as soon as is practical. This notification will be via e-mail to Reseller's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

9.3.9.2 Qwest will meet with associated personnel from Reseller to share contact information and review Qwest's outage restoral processes and

notification processes.

9.3.9.3 Qwest's emergency restoration process operates on a 24x7 basis.

### **9.3.10 Protective Maintenance**

9.3.10.1 Qwest will perform scheduled maintenance of substantially the same quality to that which it provides to itself.

9.3.10.2 Qwest will work cooperatively with Reseller to develop industry-wide processes to provide as much notice as possible to Reseller of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

### **9.3.11 Hours of Coverage**

9.3.11.1 Qwest's repair operation is seven (7) days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 24x7 coverage is not available, Qwest's repair operations center (always available 24x7) can call-out technicians or other personnel required for the situation.

### **9.3.12 Escalations**

9.3.12.1 Qwest will provide trouble escalation procedures to Reseller. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

9.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

### **9.3.13 Dispatch**

9.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

9.3.13.2 Upon the receipt of a trouble report from Reseller, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Reseller require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Reseller for those dispatch-related costs in accordance with Exhibit A.

9.3.13.3 For POTS lines, Qwest will not request authorization from Reseller prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept Reseller authorization to dispatch. Qwest's

operational processes are regularly reviewed and may be altered in the future. Should processes be changed, Reseller will be notified.

9.3.13.4 Reseller shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

#### **9.3.14 Electronic Reporting**

9.3.14.1 Reseller may submit Trouble Reports through the electronic bonding or GUI interfaces provided by Qwest.

#### **9.3.15 Intervals/Parity**

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

#### **9.3.16 Jeopardy Management**

9.3.16.1 Notification to Reseller will be given on the same basis that a trouble report interval is likely to be missed.

#### **9.3.17 Trouble Screening**

9.3.17.1 Reseller shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

9.3.17.2 Qwest will cooperate with Reseller to show Reseller how Qwest screens trouble conditions in its own centers, so that Reseller will employ similar techniques in its centers.

#### **9.3.18 Maintenance Standards**

9.3.18.1 Qwest will cooperate with Reseller to meet the maintenance standards outlined in this Agreement.

9.3.18.2 On manually reported trouble, Qwest will inform Reseller of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

#### **9.3.19 End User Interfaces**

9.3.19.1 Reseller will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

9.3.19.2 All Qwest employees who perform repair service for Reseller end users will be trained in non-discriminatory behavior.

### **9.3.20 Repair Call Handling**

9.3.20.1 Manually reported repair calls by Reseller to Qwest will be answered with substantially the same quality and speed as Qwest answers calls from its own end users.

### **9.3.21 Single Point of Contact**

9.3.21.1 Qwest will provide a single point of contact for Reseller to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 24x7 trouble reporting telephone number will be provided to Reseller for each category of trouble situation being encountered.

### **9.3.22 Network Information**

9.3.22.1 Qwest maintains an information database, available to Reseller for the purpose of allowing Reseller to obtain information about Qwest's NPAs, LATAs, Access Tandems and central offices.

9.3.22.2 This database is known as the Interconnection (ICONN) database, available to Reseller via Qwest's Web site.

9.3.22.3 Customer Proprietary Network Information (CPNI) information and NXX activity reports are also included in this database.

9.3.22.4 ICONN is updated every two (2) weeks.

### **9.3.23 Maintenance Windows**

9.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

9.3.23.2 Generally, the maintenance window is between 10:00 PM through 6:00 AM Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

9.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

9.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to Reseller via Qwest's Web site.

## **Section 10.0 - Directory Publisher**

10.1 Qwest and Reseller 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 Reseller and directory publishers. Qwest acknowledges that Reseller may request Qwest to facilitate discussions between Reseller and Qwest Official Directory Publishers.

## Section 11.0 – SERVICE PERFORMANCE

11.1 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. The PIDs, together with applicable modifications, that apply to and are governed by the Performance Assurance Plan (PAP) are presented in Appendices A and B of Exhibit K to this Agreement. Modifications of PIDs that apply to the PAP shall be made in accordance with Section 18 of Exhibit K. Only those PAP provisions applicable to Resold Services under this Agreement shall apply.

**Section 12.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, Reseller adopts this AGREEMENT and upon receipt by Qwest, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

**eAcceleration Corp**



\_\_\_\_\_  
Signature

Clinton L Ballard

\_\_\_\_\_  
Name Printed/Typed

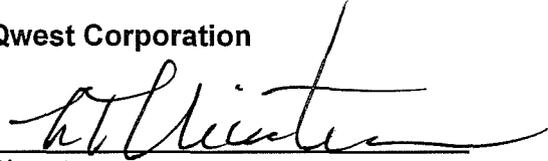
Chief Executive Officer

\_\_\_\_\_  
Title

1/18/05

\_\_\_\_\_  
Date

**Qwest Corporation**



\_\_\_\_\_  
Signature

Larry Christensen

\_\_\_\_\_  
Name Printed/Typed

Director-Interconnection Agreements

\_\_\_\_\_  
Title

1/24/05

\_\_\_\_\_  
Date

**Exhibit A  
South Dakota\***

| Select the appropriate type of contract below: |  |   |                     |  |     |              |     |       |
|--|--|---|---------------------|--|-----|--------------|-----|-------|
| New  |  |   |                     |  |     |              |     | Notes |
|  |  | Recurring                                       | Recurring, per Mile | Nonrecurring                                       | REC | REC per Mile | NRC |       |
|  |  | Wholesale Discount Percentage Recurring Charges |                     | Wholesale Discount Percentage Nonrecurring Charges |     |              |     |       |
| <b>6.0</b>                                     | <b>Resale</b>  |   |                     |  |     |              |     |       |
| <b>6.1</b>                                     | <b>Wholesale Discount Rates</b>  |   |                     |  |     |              |     |       |
| 6.1.1  | Basic Exchange Residential Line Service  | 15.55%  |                     | 15.55%   | A   |              |     | A     |
| 6.1.2  | Basic Exchange Business Line Service / PBX                                     | 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     |
| 6.1.7  | Public Access Line (PAL) Service   | 15.55%  |                     | 15.55%   | A   |              |     | A     |
| <b>6.2</b>                                     | <b>Customer Transfer Charge (CTC)</b>  |   |                     |  |     |              |     |       |
| 6.2.1  | CTC for POTS Service   |   |                     |  |     |              |     |       |
| 6.2.1.1  | First Line   |   |                     |  |     |              |     |       |
| 6.2.1.1.1                                      | Manual   |   |                     | \$5.00   |     |              |     | A     |
| 6.2.1.1.2                                      | Intentionally Left Blank   |   |                     |  |     |              |     |       |
| 6.2.1.1.3                                      | Mechanized   |   |                     | \$5.00   |     |              |     | A     |
| 6.2.1.2  | Each Additional  |   |                     |  |     |              |     |       |
| 6.2.1.2.1                                      | Manual   |   |                     | \$5.00   |     |              |     | A     |
| 6.2.1.2.2                                      | Intentionally Left Blank   |   |                     |  |     |              |     |       |
| 6.2.1.2.3                                      | Mechanized   |   |                     | \$5.00   |     |              |     | A     |
| 6.2.2  | CTC for Private Line Transport Services  |   |                     |  |     |              |     |       |
| 6.2.2.1  | First Circuit  |   |                     | \$35.26  |     |              |     | 5     |
| 6.2.2.2  | Additional Circuit, per Circuit, same CSR                                      |   |                     | \$35.26  |     |              |     | 5     |
| 6.2.3  | CTC for Advanced Communications Services, per Circuit                          |   |                     | \$52.38  |     |              |     | 5     |

**NOTES:**

Unless otherwise indicated, all rates are pursuant to South Dakota Public Utilities Commission dockets:

A: Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999



**Service Performance Indicator Definitions (PID)**

**14-State 271 PID Version 8.0**

# **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

## **14-State 271 PID Version 8.0**

### **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. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

# Qwest's Service Performance Indicator Definitions

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## Electronic Gateway Availability

### GA-1 – Gateway Availability – IMA-GUI

|  |   |
|--|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website:<br/><a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> 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. <ul style="list-style-type: none"> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• 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.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate results   | <b>Disaggregation Reporting:</b> Region-wide level.<br>Results will be reported as follows:<br>GA-1A IMA Graphical User Interface Gateway<br>GA-1D SIA system |
| <b>Formula:</b><br>$\left( \frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]}} \right) \times 100$  |   |
| <b>Exclusions:</b> None  |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> 99.25 percent  |
| <b>Availability:</b><br><br>Available  | <b>Notes:</b>   |

## GA-2 – Gateway Availability – IMA-EDI

|  |   |
|--|---|
| <b>Purpose:</b>  |   |
| Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.   |   |
| <b>Description:</b>  |   |
| 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.  |   |
| <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• 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.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate results   | <b>Disaggregation Reporting:</b> Region-wide level. (See GA-1D for reporting of SIA system availability.) |
| <b>Formula:</b>  |   |
| $\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]} \right) \times 100$   |   |
| <b>Exclusions:</b> None  |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> 99.25 percent  |
| <b>Availability:</b> Available   | <b>Notes:</b>   |

### GA-3 – Gateway Availability – EB-TA

|   |   |
|---|---|
| <b>Purpose:</b><br>Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.  |   |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• 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.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent                     |
| <b>Reporting Comparisons:</b> CLEC aggregate results  | <b>Disaggregation Reporting:</b> Region-wide level. |
| <b>Formula:</b><br>$\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \right) \times 100$  |   |
| <b>Exclusions:</b> None   |   |
| <b>Product Reporting:</b> None  | <b>Standard:</b> 99.25 percent                      |
| <b>Availability:</b><br>Available   | <b>Notes:</b>                                       |

## GA-4 – System Availability – EXACT

|   |   |
|---|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b><br>Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• 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.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent                     |
| <b>Reporting Comparisons:</b> CLEC aggregate results  | <b>Disaggregation Reporting:</b> Region-wide level. |
| <b>Formula:</b><br>$\left( \frac{\text{[Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$  |   |
| <b>Exclusions:</b> None   |   |
| <b>Product Reporting:</b> None  | <b>Standard:</b> 99.25 percent                      |
| <b>Availability:</b><br>Available   | <b>Notes:</b>                                       |

## GA-6 – Gateway Availability – GUI -- Repair

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.   |   |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>• Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• 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.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent                     |
| <b>Reporting Comparisons:</b> CLEC aggregate results   | <b>Disaggregation Reporting:</b> Region-wide level. |
| <b>Formula:</b><br>[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  |   |
| <b>Exclusions:</b> None  |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> 99.25 percent                      |
| <b>Availability:</b> Available   | <b>Notes:</b>                                       |

## GA-7 – Timely Outage Resolution following Software Releases

|  |   |
|--|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b> <ul style="list-style-type: none"> <li>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 <sup>NOTE 1</sup> within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.</li> <li>Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, &amp; Tracking (EXACT) <sup>NOTE 2</sup>, Electronic Bonding– Trouble Administration (EB -TA) <sup>NOTE 3</sup></li> <li>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 <sup>NOTE 4</sup> 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.</li> <li>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.</li> </ul> |   |
| <b>Reporting Period:</b> Monthly   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC Aggregate   | <b>Disaggregation Reporting:</b> Region-wide level.   |
| <b>Formula:</b><br>$\left[ \frac{\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage}}{\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period}} \right] \times 100$  |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>  |   |
| <b>Product Reporting:</b> None   | <b>Standards:</b><br>Volume = 1-20: 1 miss<br>Volume > 20: 95%  |
| <b>Availability:</b><br><br>Available  | <b>Notes:</b> <ol style="list-style-type: none"> <li>“Resolved” means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>Outages reported under EB-TA are the same as outages in MEDIACC.</li> <li>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).</li> </ol> |

# 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. <sup>NOTE 1</sup>

**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)

|   |   |
|---|---|
| <p><b>Reporting Comparisons:</b><br/>CLEC aggregate.</p>  | <p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported as follows:<br/>         PO-1A Pre-Order/Order Response Time for IMA-GUI<br/>         PO-1B Pre-Order/Order Response Time for IMA-EDI</p> <p>Results are reported separately for each of the following transaction types: <sup>NOTE 2</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <sup>NOTE 3</sup></li> <li>8. Resale of Qwest DSL Qualification</li> <li>9. Connecting Facility Assignment <sup>NOTE 4</sup></li> <li>10. Meet Point Inquiry <sup>NOTE 5</sup></li> </ol> <p>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.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Percent of Preorder Transactions that Timeout IMA-GUI</li> <li>2. Percent of Preorder Transactions that Timeout IMA-EDI</li> </ol> <p>PO-1D Results for PO-1D will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Rejected Response Times for IMA-GUI</li> <li>2. Rejected Response Times for IMA-EDI</li> </ol> |
| <p><b>Formula:</b></p> <p>PO-1A &amp; PO-1B = <math>\frac{\sum[(\text{Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})]}{(\text{Number of Queries Submitted in Reporting Period})}</math></p> <p>PO-1C = <math>\frac{[(\text{Number of IRTM Queries measured by PO-1A \&amp; 1B that Timeout before receiving response})]}{(\text{Number of IRTM Queries Transmitted in Reporting Period})} \times 100</math></p> <p>PO-1D = <math>\frac{\sum[(\text{Rejected Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})]}{(\text{Number of Rejected Query Transactions Simulated by IRTM})}</math></p> |   |
| <p><b>Exclusions:</b></p> <p>PO-1A &amp; PO-1B:</p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul> <p>PO-1C:</p> <ul style="list-style-type: none"> <li>• Rejected requests and errors</li> </ul> <p>PO-1D:</p> <ul style="list-style-type: none"> <li>• Timed out transactions</li> </ul>  |   |

**PO-1 – Pre-Order/Order Response Times (continued)**

| Product Reporting: None | Standards:   | IMA-GUI                    | IMA-EDI                    |
|-------------------------|--|----------------------------|----------------------------|
|                         | Total Response Time:   |                            |                            |
|                         | 1. Appointment Scheduling  | <10 seconds                | <10 seconds                |
|                         | 2. Service Availability Information  | <25 seconds                | <25 seconds                |
|                         | 3. Facility Availability   | <25 seconds <sup>6</sup>   | <25 seconds <sup>6</sup>   |
|                         | 4. Street Address Validation   | <10 seconds                | <10 seconds                |
|                         | 5. Customer Service Records  | <12.5 seconds <sup>6</sup> | <12.5 seconds <sup>6</sup> |
|                         | 6. Telephone Number  | <10 seconds                | <10 seconds                |
|                         | 7. Loop Qualification Tools<br><small>NOTE 3</small>   | ≤ 20 seconds <sup>7</sup>  | ≤ 20 seconds               |
|                         | 8. Resale of Qwest DSL Qualification   | ≤ 20 seconds <sup>7</sup>  | ≤ 20 seconds               |
|                         | 9. Connecting Facility Assignment  | ≤ 25 seconds               | ≤ 25 seconds               |
|                         | 10. Meet Point Inquiry   | ≤ 30 seconds               | ≤ 30 seconds               |
|                         | PO-1C-1  | 0.5%                       |                            |
|                         | PO-1C-2  | 0.5%                       |                            |
|                         | PO-1D-1 & 2  | Diagnostic                 |                            |
| <b>Availability:</b>    | <b>Notes:</b>  |                            |                            |
| 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

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>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.</p>  |  |
| <p><b>Description:</b><br/>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.</p> <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> <p>PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention.</p> <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b> Percent</p>   |
| <p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC</p>   | <p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state).<br/>Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR:</p> <ol style="list-style-type: none"> <li>LSRs received via IMA-GUI</li> <li>LSRs received via IMA-EDI</li> </ol> <p>*CO also reports an aggregate of IMA-GUI and IMA-EDI results.</p> |
| <p><b>Formula:</b><br/>PO-2A = <math>[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100</math></p> <p>PO-2B = <math>[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100</math></p>  |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>  |  |

**PO-2 – Electronic Flow-through (continued)**

|  |  |     |
|--|--|-----|
| <p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• Unbundled Loops (with or without Local Number Portability)</li> <li>• Local Number Portability</li> <li>• UNE-P (POTS) and UNE-P (Centrex 21)</li> <li>• Line Sharing</li> </ul> | <p><b>Standards:</b></p> <p><b>PO-2A:</b><br/> <b>CO:</b> CO PO-2B benchmarks minus 10 percent <sup>NOTE 2</sup><br/> <b>All Other States:</b> Diagnostic</p> <p><b>PO-2B:</b> <sup>NOTE 2</sup></p>   |     |
|  | Resale:  | 95% |
|  | Unbundled Loops:   | 85% |
|  | LNP:   | 95% |
|  | UNE-P (POTS & Centrex 21):   | 95% |
| Line Sharing:  | Diagnostic <sup>NOTE 3</sup>   |     |
| <p><b>Availability:</b><br/>                 Available (except as follows):</p> <p>Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report.</p> <p>Line Sharing – beginning with Jul 04 data on the Aug 04 report</p>    | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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).</li> <li>3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li> </ol> |     |

### PO-3 – LSR Rejection Notice Interval

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.</p>  |  |
| <p><b>Description:</b><br/>Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>• 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.</li> <li>• Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>• 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: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b><br/>PO-3A-1, PO-3B-1 &amp; PO-3C - Hrs: Mins.<br/>PO-3A-2 &amp; PO-3B-2 – Mins: Secs.</p>   |
| <p><b>Reporting Comparisons:</b><br/>CLEC aggregate and individual CLEC results</p>  | <p><b>Disaggregation Reporting:</b><br/>Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> <li>• PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide</li> <li>• PO-3A -2, LSRs received via IMA-GUI and auto-rejected: Region wide</li> <li>• PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide</li> <li>• PO-3B -2, LSRs received via IMA-EDI and auto-rejected: Region wide</li> <li>• PO-3C, LSRs received via facsimile: Statewide</li> </ul> |
| <p><b>Formula:</b><br/><math display="block">\Sigma [(Date\ and\ time\ of\ Rejection\ Notice\ transmittal) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)</math></p>   |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>  |  |
| <p><b>Product Reporting:</b> Not applicable (reported by ordering interface).</p>  | <p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>• PO-3A-1 and -3B-1: ≤ 12 business hours</li> <li>• PO-3A -2 and -3B -2: ≤ 18 seconds</li> <li>• PO-3C: ≤ 24 work week clock hours</li> </ul>  |
| <p><b>Availability:</b><br/>Available</p>  | <p><b>Notes:</b></p>   |

## PO-4 – LSRs Rejected

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>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.</p>  |  |
| <p><b>Description:</b><br/>Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.</li> <li>• 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.</li> </ul> |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b> Percent of LSRs</p>   |
| <p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>  | <p><b>Disaggregation Reporting:</b><br/>Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> <li>PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide</li> <li>PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide</li> <li>PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide</li> <li>PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide</li> <li>PO-4C LSRs received via facsimile – Statewide</li> </ul> |
| <p><b>Formula:</b><br/>[(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</p>  |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>  |  |
| <p><b>Product Reporting:</b> Not applicable (reported by ordering interface).</p>  | <p><b>Standard:</b> Diagnostic</p>   |
| <p><b>Availability:</b><br/><br/>Available</p>   | <p><b>Notes:</b></p>   |

## 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. <sup>NOTE 2</sup>
- "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 =  $\{[\text{Count of LSRs for which the original FOC's " (FOC Notification Date \& Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$

PO-5B, 5C, & 5D =  $\{[\text{Count of LSRs/ASRs for which the original FOC's " (FOC Notification Date \& Time) - (Application Date \& Time)" is within the intervals specified for the service category involved}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$

## 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.

| <b>Product Reporting:</b>  | <b>Standards:</b>   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>• For PO-5A, -5B and -5C:<br/>(a) Resale services UNE-P (POTS) and UNE-P Centrex<br/>(b) Unbundled Loops and specified Unbundled Network Elements.<br/>(c) LNP</li> <li>• For PO-5D: LIS Trunks.</li> </ul> | <ul style="list-style-type: none"> <li>• For PO-5A (all):</li> </ul>        | 95% within 20 minutes <sup>NOTE 2</sup>   |
|  | <ul style="list-style-type: none"> <li>• For PO-5B (all):</li> </ul>        | 90% within standard FOC intervals (specified below)                               |
|  | <ul style="list-style-type: none"> <li>• For PO-5C (manual):</li> </ul>     | 90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup> |
|  | <ul style="list-style-type: none"> <li>• For PO-5D (LIS Trunks):</li> </ul> | 85% within eight business days  |
|  | <b><u>Standard FOC Intervals for PO-5B and PO-5C</u></b>                    |   |
|  | <b>Product Group</b> <sup>NOTE 1</sup>                                      | <b>FOC Interval</b>   |
|  | <b>Resale</b>   |   |
|  | 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  | 1-19 lines  |
|  | with no Common Block Configuration  |   |
|  | Centrex line feature changes/adds/removals (all)                            |   |
|  | <b>LNP</b>  | 1-24 lines  |
|  | <b>Unbundled Loops</b>  | 1-24 loops  |
|  | 2/4 Wire analog   |   |
|  | DS3 Capable   |   |
|  | <b>Sub-loop</b>   | 1-24 sub-loops  |
|  | [included in Product Reporting group (b)]                                   |   |
|  | <b>Line Sharing/Line Splitting/Loop Splitting</b>                           | 1-24 shared loops   |
|  | [included in Product Reporting group (b)]                                   |   |
|  | <b>Unbundled Network Element-Platform (UNE-P POTS)</b>                      | 1 – 39 lines  |

**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

|  |   |                 |
|--|---|-----------------|
|  | <b>Resale</b><br>ISDN-Basic 1-10 lines<br>– Conversion As Specified<br>– New Installs<br>– Address Changes<br>– Change to add Loop<br>ISDN-PRI (Facility) 1-3<br>PBX 1-24 trunks<br>DS0 or Voice Grade Equivalent 1-24<br>DS1 Facility 1-24<br>DS3 Facility 1-3   | <b>48 hours</b> |
|  | <b>LNP</b> 25-49 lines  |                 |
|  | <b>Enhanced Extended Loops (EELs)</b><br>[included in Product Reporting group (b)]<br><b>DS1</b> 1-24 circuits  |                 |
|  | <b>Resale</b><br>Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines<br>– With Common Block Configuration required<br>– Initial establishment of Centrex CMS services<br>– Tie lines or NARs activity<br>– Subsequent to initial Common Block<br>– Station lines<br>– Automatic Route Selection<br>– Uniform Call Distribution<br>– Additional numbers  | <b>72 hours</b> |
|  | <b>UNE-P Centrex</b> 1-10 lines   |                 |
|  | <b>UNE-P Centrex 21</b> 1-10 lines  |                 |
|  | <b>Unbundled Loops with Facility Check</b> <sup>(NOTE 2,3)</sup> 1 – 24 loops<br>2/4 wire Non-loaded<br>ADSL compatible<br>ISDN capable<br>XDSL-I capable<br>DS1 capable  |                 |
|  | <b>Resale</b><br>ISDN-PRI (Trunks) 1-12 trunks  | <b>96 hours</b> |
| <b>For PO-5D:</b><br>LIS Trunks 1-240 trunk circuits | <b>8 business days</b>  |                 |
| <b>Availability:</b><br>Available                    | <b>Notes:</b><br>1. LSRs with quantities above the highest number specified for each product type are considered ICB.<br>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.<br>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

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>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.</p>   |  |
| <p><b>Description:</b><br/>PO-6A &amp; 6B:</p> <ul style="list-style-type: none"> <li>Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.</li> <li>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.</li> <li>The end time is when the electronic order completion notice is made available (IMA-GUI) <sup>NOTE 1</sup> 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.</li> <li>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: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> |  |
| <p><b>Reporting Period:</b><br/>One month</p>  | <p><b>Unit of Measure:</b><br/>PO-6A - 6B: Hrs:Mins</p>  |
| <p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results.</p>   | <p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>PO-6A Notices transmitted via IMA-GUI</li> <li>PO-6B Notices transmitted via IMA-EDI</li> </ul>  |
| <p><b>Formula:</b><br/><u>For completion notifications generated from LSRs received via IMA-GUI:</u><br/> <math display="block">PO-6A = \frac{\sum((\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor}))}{(\text{Number of completion notifications made available in reporting period})}</math> <br/><u>For completion notifications generated from LSRs received via IMA-EDI:</u><br/> <math display="block">PO-6B = \frac{\sum((\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.}))}{(\text{Number of completion notifications transmitted in reporting period})}</math> </p>  |  |
| <p><b>Exclusions:</b><br/>PO – 6A &amp; 6B:</p> <ul style="list-style-type: none"> <li>Records with invalid completion dates.</li> <li>LSRs submitted manually (e.g., via facsimile).</li> <li>ASRs submitted via EXACT.</li> </ul>  |  |
| <p><b>Product Reporting:</b><br/>PO – 6A &amp; 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</p>  | <p><b>Standard:</b><br/>6 hours</p>  |
| <p><b>Availability:</b><br/>Available</p>  | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>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.</li> </ol> |

## 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:

PO-7A and -7B: CLEC aggregate and individual CLEC results.  
PO-7C: Qwest retail results.

#### Disaggregation Reporting: Statewide level.

- 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 =  $(\text{Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP}) \div (\text{Total Number of electronic billing completion notices made available during the reporting period})$

PO-7B =  $(\text{Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP}) \div (\text{Total Number of electronic billing completion notices transmitted during the reporting period})$

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C =  $(\text{Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days}) \div (\text{Total number of retail service orders posted in the CRIS billing system in the reporting period})$

## PO-7 – Billing Completion Notification Timeliness (continued)

|   |  |
|---|--|
| <b>Exclusions:</b><br>PO-7A, 7B & 7C <ul style="list-style-type: none"><li>• Services that are not billed through CRIS, e.g. Resale Frame Relay.</li><li>• Records with invalid completion dates.</li></ul> PO-7A & 7B <ul style="list-style-type: none"><li>• LSRs submitted manually.</li><li>• ASRs submitted via EXACT.</li></ul> |  |
| <b>Product Reporting:</b><br>Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).  | <b>Standard:</b><br>PO-7A and -7B: Parity with PO-7C |
| <b>Availability:</b><br>Available   | <b>Notes:</b>  |

## PO-8 – Jeopardy Notice Interval

|  |  |
|--|--|
| <b>Purpose:</b><br>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).   |  |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>Includes all orders completed in the reporting period that received jeopardy notifications.</li> </ul>   |  |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Average <u>Business days</u> <sup>NOTE 1</sup>   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results   | <b>Disaggregation Reporting:</b> Statewide level.<br>(This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)   |
| <b>Formula:</b><br>$\left[ \frac{\sum (\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification})}{\text{Total orders completed in the reporting period that received jeopardy notification}} \right]$   |  |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>Jeopardies done after the original due date is past.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |  |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>  | <b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) services</li> <li>D Parity with Retail POTS</li> </ul>  |
| <b>Availability:</b><br>Available  | <b>Notes:</b><br>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

|  |   |
|--|---|
| <b>Purpose:</b><br>When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.  |   |
| <b>Description:</b><br>Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> <li>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 <u>inward activity</u>.</li> <li>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.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results   | <b>Disaggregation Reporting:</b> Statewide level.<br>(This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)  |
| <b>Formula:</b><br>$[(\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}) \div (\text{Total number of missed due date orders completed in the reporting period})] \times 100$   |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>Orders missed for customer reasons.</li> <li>Records with invalid product codes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>   |   |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>  | <b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) Services</li> <li>D Parity with Retail POTS</li> </ul> |
| <b>Availability:</b><br><p style="text-align: center;">Available</p>   | <b>Notes:</b>   |

## PO-15 – Number of Due Date Changes per Order

|  |  |
|--|--|
| <b>Purpose:</b><br>To evaluate the extent to which Qwest changes due dates on orders.  |  |
| <b>Description:</b><br>Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> <li>• 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 <u>inward activity</u>.</li> <li>• Counts all due date changes made for Qwest reasons following assignment of the original due date.</li> </ul> |  |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Average Number of Due Date Changes |
| <b>Reporting Comparisons:</b><br>CLEC aggregate, individual CLEC, and Qwest retail results.  | <b>Disaggregation Reporting:</b> Statewide level.          |
| <b>Formula:</b><br>$\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$   |  |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Customer requested due date changes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>   |  |
| <b>Product Reporting:</b><br>None  | <b>Standard:</b><br>Diagnostic                             |
| <b>Availability:</b><br>Available  | <b>Notes:</b>  |

## 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. <sup>NOTE 1</sup>
  - 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. <sup>NOTE 2</sup>
  - For the following OSS interfaces:
    - IMA-GUI, IMA-EDI;
    - CEMR;
    - Exchange Access, Control, & Tracking (EXACT); <sup>NOTE 3</sup>
    - Electronic Bonding - Trouble Administration (EB -TA); <sup>NOTE 4</sup>
    - IABS and CRIS Summary Bill Outputs; <sup>NOTE 5</sup>
    - Loss and Completion Records; <sup>NOTE 5</sup>
    - New OSS interfaces (for introduction notices only.) <sup>NOTE 6</sup>
  - 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. <sup>NOTE 7</sup>
- 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:

$$\left[ \frac{\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)}}{\text{Total number of required release notifications for specified OSS interface changes within reporting period}} \right] \times 100$$

### 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)**

|                                   |   |
|-----------------------------------|---|
| <b>Product Reporting:</b> None    | <b>Standards:</b><br>Vol. 1-10: No more than one untimely notification<br>Vol. > 10: 92.5% timely notifications   |
| <b>Availability:</b><br>Available | <b>Notes:</b> <ol style="list-style-type: none"> <li>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.</li> <li>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."</li> <li>3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>4. EB-TA is the same system as MEDIACC.</li> <li>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.</li> <li>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.</li> <li>7. The intervals used to determine timeliness are based on CMP guidelines.</li> </ol> |

## PO-19 – Stand-Alone Test Environment (SATE) Accuracy

### Purpose:

Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

### Description:

#### PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda. <sup>NOTE 1</sup>
- 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 15<sup>th</sup>, or the nearest working day to the 15<sup>th</sup> of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

#### PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
  - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release's EDI disclosure document and developer worksheets related to the IMA release being tested.
  - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
  - Test transactions consist of a defined suite of Product/Activity combinations. Qwest's three regions will be represented. <sup>NOTE 2</sup>
  - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. <sup>NOTE 3</sup>

### Reporting Period:

PO-19A -- One month

PO-19B: -- One month (for those months in

### Unit of Measure:

Percent

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

|   |   |
|---|---|
| <p>which release-related test transactions are completed)</p>   |   |
| <p><b>Reporting Comparisons:</b> None</p>   | <p><b>Disaggregation Reporting:</b><br/>         PO-19A – Reported separately for each release tested in the reporting period<br/>         PO-19B -- None</p>   |
| <p><b>Formula:</b><br/>         PO-19A<br/> <math display="block">\left[ \frac{\text{Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period}}{\text{Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period}} \right] \times 100</math>         PO-19B<br/> <math display="block">\left[ \frac{\text{Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period}}{\text{Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period}} \right] \times 100</math></p>                           |   |
| <p><b>Exclusions:</b><br/>         For PO-19B:</p> <ul style="list-style-type: none"> <li>• Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA).</li> <li>• Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.</li> </ul> |   |
| <p><b>Product Reporting:</b> None</p>   | <p><b>Standard:</b><br/>         PO-19A – 95% for each release tested<br/>         PO-19B – 95%</p>   |
| <p><b>Availability:</b><br/>         Available</p>  | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest's most current IMA EDI Data and Disclosure Documents.</li> <li>2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes &gt; 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes &gt; 100).</li> </ol> |

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

|  |  |
|--|--|
|  | <p>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p> |
|--|--|

## PO-20 (Expanded) – Manual Service Order Accuracy

**Purpose:**

Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

**Description:**

Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives <sup>NOTE 1</sup> electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

**Unit of Measure:** Percent

**Reporting Comparisons:**  
CLEC Aggregate and individual CLEC

**Disaggregation Reporting:**  
Statewide Level

**Formula:**

$$\frac{[(\text{Number of accurate, evaluated Service Orders}) \div (\text{Number of evaluated Service Orders completed in the reporting period})] \times 100}{}$$

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

|   |   |                |     |                |     |                             |     |
|---|---|----------------|-----|----------------|-----|-----------------------------|-----|
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.</li> <li>• Cancelled Service Orders.</li> <li>• Service Orders that cannot be matched to a corresponding LSR</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>   |   |                |     |                |     |                             |     |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• Resale and UNE-P (POTS and Centrex 21)</li> <li>• Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)</li> </ul>  | <b>Standard:</b><br>Benchmarks, as follows:   |                |     |                |     |                             |     |
|   | <table border="1"> <tr> <td><b>Phase 1</b></td> <td>97%</td> </tr> <tr> <td><b>Phase 2</b></td> <td>96%</td> </tr> <tr> <td><b>Phase 3 &amp; beyond</b></td> <td>95%</td> </tr> </table>  | <b>Phase 1</b> | 97% | <b>Phase 2</b> | 96% | <b>Phase 3 &amp; beyond</b> | 95% |
|   | <b>Phase 1</b>  | 97%            |     |                |     |                             |     |
| <b>Phase 2</b>  | 96%   |                |     |                |     |                             |     |
| <b>Phase 3 &amp; beyond</b>   | 95%   |                |     |                |     |                             |     |
| <b>Availability:</b> <ul style="list-style-type: none"> <li>• Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now)</li> <li>• Phase 1<sup>NOTE 2</sup> – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04.</li> <li>• Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04</li> <li>• Phase 3– Additional fields added. Targeted for 1<sup>st</sup> Quarter 05</li> <li>• Phase 4 – Additional fields added. (Date TBD).</li> </ul> | <b>Notes:</b> <ol style="list-style-type: none"> <li>1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI.</li> <li>2. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region.</li> </ol> |                |     |                |     |                             |     |

| <b>LSR-Service Order Fields Evaluated</b>                                     |                       |                                    |  |
|---|-----------------------|------------------------------------|--|
| <b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>            |                       |                                    |  |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                       |                                    |  |
| <b>Form</b>   | <b>LSR Field Code</b> | <b>LSR Field Name</b>              | <b>Remarks/Service Order Field:</b>  |
| <b>LSR</b>  | CCNA                  | Customer Carrier Name Abbreviation | CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.   |
|   | PON                   | Purchase Order Number              | PON field of LSR form compared to the PON field in Bill Section of the Service Order.  |
|   | D/TSENT               | Date and time sent                 | The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.          |
|   | CHC                   | Coordinated Hot Cut Requested      | Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.) |
|   | TEST                  | Testing required                   | Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)             |
|   | NC                    | Network Channel Code               | Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.  |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| <b>LSR-Service Order Fields Evaluated</b>                                     |                       |   |   |
|---|-----------------------|---|---|
| <b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>            |                       |   |   |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                       |   |   |
| <b>Form</b>   | <b>LSR Field Code</b> | <b>LSR Field Name</b>                     | <b>Remarks/Service Order Field:</b>   |
|   | NCI                   | Network Channel Interface Code            | Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.   |
|   | SECNCI                | Secondary Network Channel Interface Code  | Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.  |
| <b>Resale or Centrex</b>  | PIC                   | InterLATA Pre-subscription Indicator Code | PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order.<br><i>Note:</i><br>LSR PIC = None; S.O. PIC = None  |
|   | LPIC                  | IntraLATA Pre-subscription Indicator Code | LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order.<br><i>Note:</i><br>LSR LPIC = None; S.O. LPIC = 9199<br>LSR LPIC = DFLT; S.O. LPIC = 5123   |
| <b>Resale or Centrex</b>  | TNS                   | Telephone Numbers                         | Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.  |
|   | FA/<br>FEATURE        | Feature Activity/Feature Codes            | When the FA = N, T, V<br>Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order.<br><i>Note:</i> Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID ( <a href="http://www.qwest.com/wholesale/results">www.qwest.com/wholesale/results</a> ). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list. |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| <b>LSR-Service Order Fields Evaluated</b>                                     |                |                                |   |
|---|----------------|--------------------------------|---|
| <b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>            |                |                                |   |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                |                                |   |
| Form  | LSR Field Code | LSR Field Name                 | Remarks/Service Order Field:  |
| LS  | ECCKT          | Exchange Company Circuit ID    | Applies to LSRs with ACT = C (only when NC code has not changed, M, or T.<br><br>ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.  |
| LS/<br>LSNP   | CFA            | Connecting Facility Assignment | CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.  |
| DL – Directory Listings form<br>(Evaluated only for Local Main Listings)      | LTY            | Listing Type                   | LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order.<br>LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order.<br><b>Central/Western Region:</b> Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order.<br><b>Eastern Region:</b> Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order.<br>LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order.<br><b>Central/Western Regions:</b> Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order.<br><b>Eastern Region:</b> Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order. |
|   | TOA            | Type of Account                | Validate TOA entries (only reviewed when BRO field on DL form is not populated):<br><ul style="list-style-type: none"> <li>• TOA valid entries are B or RP<br/>Validate that there is a semi colon (;) within the LN in the List section of the Service Order.</li> <li>• TOA valid entries are R or BP<br/>Validate that there is a comma (,) within the LN in the List section of the Service Order.</li> </ul> <b>Exception:</b> When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.  |
|   | DML            | Direct Mail List               | DML field = O on DL form; Service Order LN contains (OCLS).   |
|   | NOSL           | No Solicitation Indicator      | <b>Arizona Only</b><br>NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).  |

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

| <b>LSR-Service Order Fields Evaluated</b>                                     |                       |  |  |
|---|-----------------------|--|--|
| <b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>            |                       |  |  |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                       |  |  |
| <b>Form</b>   | <b>LSR Field Code</b> | <b>LSR Field Name</b>                    | <b>Remarks/Service Order Field:</b>  |
|   | TMKT                  | Telemarketing                            | <b>Colorado Only</b><br>TMKT field = O on DL form; Service Order LN contains (OATD).<br>When both the DML and the TMKT fields are populated, DML validation applies. |
|   | LNLN and LNFN         | Listed Name                              | LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.   |
|   | ADI                   | Address Indicator                        | ADI = O on DL form; Service Order LA contains (OAD).   |
|   | LAPR                  | Listed Address Number Prefix             | LAPR field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LANO                  | Listed Address Number                    | LANO field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LASF                  | Listed Address Number Suffix             | LASF field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LASD                  | Listed Address Street Directional        | LASD field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LASN                  | Listed Address Street Name               | LASN field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LATH                  | Listed Address Street Type               | LATH field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LASS                  | Listed Address Street Directional Suffix | LASS field of the Listing form compared to LA in the List section of the Service Order.  |
|   | LALOC                 | Listed Address Locality                  | LALOC field of the Listing form compared to LA in the List section of the Service Order.   |

| <b>Phase 2 – No later than Sep 04 results</b>                                 |                       |                                   |   |
|---|-----------------------|-----------------------------------|---|
| <b>LSR-Service Order Fields Evaluated</b>                                     |                       |                                   |   |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                       |                                   |   |
| <b>Form</b>   | <b>LSR Field Code</b> | <b>LSR Field Name</b>             | <b>Remarks/Service Order Field:</b>   |
| <b>LSR</b>  | DSPTCH                | Dispatch                          | Limited to Unbundled Loops where ACT = Z or V only.<br>If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order. |
| <b>Centrex</b>  | LTC                   | Line Treatment Code               | Applies only to Centrex 21<br>LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.                |
|   | COS                   | Class of Service – Qwest Specific | Applies only to Centrex 21.<br>COS field of the Centrex form compared to the CS field in the ID section of the Service Order.   |

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

| <b>Phase 2 – No later than Sep 04 results</b>                                 |                        |                        |  |
|---|------------------------|------------------------|--|
| <b>LSR-Service Order Fields Evaluated</b>                                     |                        |                        |  |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                        |                        |  |
| <b>Form</b>   | <b>LSR Field Code</b>  | <b>LSR Field Name</b>  | <b>Remarks/Service Order Field:</b>  |
| <b>Resale or Centrex</b>  | <b>FEATURE DETAILS</b> | <b>Feature Details</b> | As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above.  |
| <b>Phase 3 – Targeted for 1<sup>st</sup> Quarter 05</b>                       |                        |                        |  |
| <b>LSR-Service Order Fields Evaluated</b>                                     |                        |                        |  |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                        |                        |  |
| <b>Form</b>   | <b>LSR Field Code</b>  | <b>LSR Field Name</b>  | <b>Remarks/Service Order Field:</b>  |
| <b>Resale or Centrex</b>  | <b>BLOCK (Stage 1)</b> | <b>Blocking Type</b>   | <p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E:<br/>                     Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> |

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

| <b>Phase 4 – Date TBD</b>   |                       |                         |  |
|---|-----------------------|-------------------------|--|
| <b>LSR-Service Order Fields Evaluated</b>                                     |                       |                         |  |
| <b>Mechanized comparison of the fields from the Service Order to the LSR:</b> |                       |                         |  |
| <b>Form</b>   | <b>LSR Field Code</b> | <b>LSR Field Name</b>   | <b>Remarks/Service Order Field:</b>  |
| <b>LSR</b>  | DFDT                  | Desired Frame Due Time  | Applicable only to orders for Resale and UNE-P (POTS and Centrex 21)<br>DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.  |
|   | DDD                   | Desired Due Date        | DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC)) |
| <b>DL – Directory Listings form (Evaluated only for Local/Main Listings)</b>  | LTN                   | Listed Telephone Number | For Resale and UNE-P (POTS and Centrex 21):<br>LTN field on the Listing form compared to the Main Account Number of the Service Order.<br><br>For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.   |
|   | LNPL                  | Letter Name Placement   | LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.  |
| <b>Resale or Centrex</b>  | FEATURE DETAILS       | Feature Details         | If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation.  |
|   | BLOCK (Stage 2)       | Blocking Type           | If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed]  |

## Ordering and Provisioning

### OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

|   |   |
|---|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> <li>• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> </ul> |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent                     |
| <b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail results   | <b>Disaggregation Reporting:</b> Region-wide level. |
| <b>Formula:</b><br>$[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$  |   |
| <b>Exclusions:</b> Time spent in the VRU Voice Response Unit is not counted.  |   |
| <b>Product Reporting:</b> Not applicable  | <b>Standard:</b> Parity                             |
| <b>Availability:</b><br><div style="text-align: center;">Available</div>  | <b>Notes:</b>                                       |

### OP-3 – Installation Commitments Met

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>  |  |
| <p><b>Description:</b><br/>Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> <li>• 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 <u>inward activity</u>. Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>• 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.</li> </ul> |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b> Percent</p>   |
| <p><b>Reporting Comparisons:</b><br/>CLEC aggregate, individual CLEC and Qwest Retail results</p>  | <p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "<u>MSA-Type Disaggregation</u>" will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under "<u>Zone-type Disaggregation</u>" will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-3D In <u>Interval Zone 1</u> areas; and</li> <li>OP-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul> |
| <p><b>Formula:</b><br/> <math display="block">\frac{[(\text{Total Orders completed in the reporting period on or before the Applicable Due Date}) \div (\text{Total Orders Completed in the Reporting Period})] \times 100}{}</math> </p>  |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• 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.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>  |  |

### OP – 3 Installation Commitments Met (continued)

| Product Reporting:  | Standards:   |
|---|--|
| <b>MSA-Type Disaggregation -</b>                            |  |
| • Resale  |  |
| Residential single line service                             | Parity with retail service   |
| Business single line service                                | Parity with retail service   |
| Centrex   | Parity with retail service   |
| Centrex 21  | Parity with retail service   |
| DS0 (non-designed provisioning)                             | Parity with retail service   |
| PBX Trunks (non-designed provisioning)                      | Parity with retail service   |
| Primary ISDN (non-designed provisioning)                    | Parity with retail service   |
| Basic ISDN (non-designed provisioning)                      | Parity with retail service   |
| Qwest DSL (non-designed provisioning)                       | Parity with retail service   |
| • Unbundled Network Element – Platform (UNE-P) (POTS)       | Parity with like retail service  |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21  |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)    | Parity with retail Centrex   |
| • Line Splitting  | 95%  |
| • Loop Splitting <sup>NOTE 1</sup>                          | Diagnostic   |
| • Line Sharing  | 95%  |
| • Sub-Loop Unbundling                                       | CO: 90%  |
|   | All Other States: Diagnostic   |
| <b>Zone-Type Disaggregation -</b>                           |  |
| • Resale  |  |
| Primary ISDN (designed provisioning)                        | Parity with retail service   |
| Basic ISDN (designed provisioning)                          | Parity with retail service   |
| DS0 (designed provisioning)                                 | Parity with retail service   |
| DS1   | Parity with retail service   |
| PBX Trunks (designed provisioning)                          | Parity with retail service   |
| Qwest DSL (designed provisioning)                           | Parity with retail service   |
| DS3 and higher bit-rate services (aggregate)                | Parity with retail service   |
| Frame Relay   | Parity with retail service   |
| • LIS Trunks  | Parity with Feature Group D (aggregate)                                      |
| • Unbundled Dedicated Interoffice Transport (UDIT)          |  |
| UDIT – DS1 level  | Parity with retail DS1 Private Line  |
| UDIT – Above DS1 level                                      | Parity with retail Private Lines above DS1 level                             |
| Dark Fiber – IOF  | Diagnostic   |
| • Unbundled Loops:  |  |
| Analog Loop   | 90%  |
| Non-loaded Loop (2-wire)                                    | 90%  |
| Non-loaded Loop (4-wire)                                    | Parity with retail DS1 Private Line  |
| DS1-capable Loop  | Parity with retail DS1 Private Line  |
| xDSL-I capable Loop   | 90%  |
| ISDN-capable Loop   | Parity with retail ISDN BRI  |
| ADSL-qualified Loop   | 90%  |
| Loop types of DS3 and higher bit-rates (aggregate)          | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop   | Diagnostic   |
| Loops with Conditioning                                     | 90%  |
| • E911/911 Trunks   | Parity with retail E911/911 Trunks   |

**OP – 3 Installation Commitments Met (continued)**

|  |   |
|--|---|
| <ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul> | <p><b>WA:</b> 90%</p> <p><b>All Other States:</b> Diagnostic</p>  |
| <ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul> | <p>90%</p>  |
| <ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul> | <p><b>WA:</b> 90%</p> <p><b>All Other States:</b> Diagnostic</p>  |
| <p><b>Availability:</b><br/>Available</p>  | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol> |

## 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)<sup>NOTE 1</sup> between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 2</sup>
- 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.<sup>NOTE 2</sup>

**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:**

$$\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div \text{Total Number of Orders Completed in the reporting period}$$

**Explanation:** The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)<sup>NOTE 1</sup> 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:  |
|--|---|
| <b><u>MSA-Type Disaggregation -</u></b>                      |   |
| • Resale   |   |
| Residential single line service                              | Parity with retail service  |
| Business single line service                                 | Parity with retail service  |
| Centrex  | Parity with retail service  |
| Centrex 21   | Parity with retail service  |
| DS0 (non-designed provisioning)                              | Parity with retail service  |
| PBX Trunks (non-designed provisioning)                       | Parity with retail service  |
| Primary ISDN (non-designed provisioning)                     | Parity with retail service  |
| Basic ISDN (non-designed provisioning)                       | Parity with retail service  |
| Qwest DSL (non-designed provisioning)                        | Parity with retail service  |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with like retail service   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Parity with retail Centrex  |
| • Line Splitting   | 3.3 days  |
| • Loop Splitting <sup>NOTE 3</sup>                           | Diagnostic  |
| • Line Sharing   | 3.3 days  |
| • Sub-Loop Unbundling  | <b>CO:</b> 6 days   |
|  | <b>All Other States:</b> Diagnostic   |
| <b><u>Zone-Type Disaggregation -</u></b>                     |   |
| • 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   | <b>Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:</b> Parity with retail DS1 Private Line |
|  | <b>Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:</b> 5.5 days                 |
| xDSL-I capable Loop  | 6 days  |
| ISDN-capable Loop  | Parity with retail ISDN BRI   |
| ADSL-qualified Loop  | 6 days  |
| Loop types of DS3 and higher bit-rates (aggregate)           | Parity with retail DS3 and higher bit-rate services (aggregate)   |

**OP-4 – Installation Interval (continued)**

|  |   |
|--|---|
| Dark Fiber – Loop                              | Diagnostic  |
| Loops with Conditioning                        | 15 days   |
| • E911/911 Trunks                              | Parity with retail E911/911 Trunks  |
| • Enhanced Extended Loops (EELs) – (DS0 level) | Diagnostic  |
| • Enhanced Extended Loops (EELs) – (DS1 level) | 6 days  |
| • Enhanced Extended Loops (EELs) – (DS3 level) | Diagnostic  |
| <p><b>Availability:</b><br/>Available</p>      | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol> |

## 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.<sup>NOTE 1</sup>
- 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<sup>NOTE 2</sup> 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<sup>NOTE 3</sup> that are closed in the reporting period or the following month,<sup>NOTE 4</sup> subject to exclusions shown below.<sup>NOTE 5</sup>
- 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<sup>NOTE 4</sup> 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.<sup>NOTE 5, 6</sup>

### **OP-5T: New Service Installation Quality Total**

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

### **OP-5R: New Service Quality Multiple Report Rate**

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation

**OP- 5 – New Service Quality (continued)**

completion.

- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. <sup>NOTE 7</sup>

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.

**Unit of Measure:**  
Percent

**Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results

**Disaggregation Reporting:** Statewide level

**Formulas:**

- OP-5A** = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100
- OP-5B** = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100
- OP-5T** = ((Number of inward line service orders completed in the reporting period] – Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100
- OP-5R** = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed in the reporting period, as defined above under OP-5A or OP-5B) x 100

**Exclusions:**

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows:
  - For products measured from MTAS data, repair trouble reports coded to disposition codes for:
    - Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.
  - For products measured from WFA (Workforce Administration) data, repair reports coded to codes for:
    - Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.
  - Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-Qwest causes.
- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).
- Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.
- Service orders closed in the reporting period with App Dates earlier than eight months prior to the

**OP- 5 – New Service Quality (continued)**

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.

**Product Reporting Categories:**

- As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.

**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.)

**OP- 5 – New Service Quality (continued)**

| Product Reporting:  |   | Standards:                      |                          |  |
|---|---|---------------------------------|--------------------------|--|
| <b>Reported under OP-5A, OP-5B, OP-5T and OP-5R:</b><br>(Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.) |   |                                 |                          |  |
|   | <b>OP-5A</b>  | <b>OP-5B</b>                    | <b>OP-5T &amp; OP-5R</b> |  |
| 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  | Parity with retail Qwest DSL                                    | Diagnostic                      | Diagnostic               |  |
| Loop Splitting <sup>NOTE 8</sup>  | 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               |  |
| xDSL-I capable Loop   | Parity with retail Qwest DSL                                    | Diagnostic                      | 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 |
| <b>Reported under OP-5A and under OP-5R (per OP-5A specifications):</b> |  |  |            |
|   | <b>OP-5A</b>   | <b>OP-5R</b>                             |            |
| • LIS Trunks  | Parity with Feature Group D (aggregate)  | Diagnostic                               |            |
| <b>Unbundled Dedicated Interoffice Transport (UDIT)</b>                 |  |  |            |
| 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                               |            |
| <b>Availability:</b><br><br>Available                                   | <b>Notes:</b><br><ol style="list-style-type: none"> <li>1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.</li> <li>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.</li> <li>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).</li> <li>4. The "following month" includes also the period of a few <u>business days</u> (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.</li> <li>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.</li> <li>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.</li> <li>7. OP-5R will be counted on a per ticket basis.</li> <li>8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol> |  |            |

## 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 <sup>NOTE 1</sup> 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 <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

### For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders representing inward activity.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 2</sup>
- 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. <sup>NOTE 2</sup>

**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 =  $\Sigma[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div (\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})$

OP-6B =  $\Sigma[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div (\text{Total Number of Late Orders for facility reasons completed in the reporting period})$

## OP- 6 – Delayed Days (continued)

### Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

### Product Reporting:

### Standards:

#### MSA-Type Disaggregation -

|  |                                 |
|--|---------------------------------|
| • Resale   |                                 |
| Residential single line service                              | Parity with retail service      |
| Business single line service                                 | Parity with retail service      |
| Centrex  | Parity with retail service      |
| Centrex 21   | Parity with retail service      |
| DS0 (non-designed provisioning)                              | Parity with retail service      |
| PBX Trunks (non-designed provisioning)                       | Parity with retail service      |
| Primary ISDN (non-designed provisioning)                     | Parity with retail service      |
| Basic ISDN (non-designed provisioning)                       | Parity with retail service      |
| Qwest DSL (non-designed provisioning)                        | Parity with retail service      |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with like retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Parity with retail Centrex      |
| • Line Splitting   | Parity with retail Qwest DSL    |
| • Loop Splitting <sup>NOTE 3</sup>                           | Diagnostic                      |
| • Line Sharing   | Parity with retail Qwest DSL    |
| • Sub-Loop Unbundling  | Diagnostic                      |

#### Zone-type Disaggregation -

|  |   |
|--|---|
| • Resale   |   |
| Primary ISDN (designed provisioning)               | Parity with retail service                                |
| Basic ISDN (designed provisioning)                 | Parity with retail service                                |
| DS0 (designed provisioning)                        | Parity with retail service                                |
| DS1  | Parity with retail service                                |
| PBX Trunks (designed provisioning)                 | Parity with retail service                                |
| Qwest DSL (designed provisioning)                  | Parity with retail service                                |
| DS3 and higher bit-rate services (aggregate)       | Parity with retail service                                |
| Frame Relay  | Parity with retail service                                |
| • LIS Trunks                                       | Parity with Feature Group D (aggregate)                   |
| • Unbundled Dedicated Interoffice Transport (UDIT) |   |
| UDIT – DS1 level                                   | Parity with retail DS1 Private Line- Service              |
| UDIT – Above DS1 level                             | Parity with retail Private Line- Services above DS1 level |
| Dark Fiber – IOF                                   | Diagnostic  |
| • Unbundled Loops:                                 |   |
| Analog Loop  | Parity with retail Res and Bus POTS with dispatch         |
| Non-loaded Loop (2-wire)                           | Parity with retail ISDN BRI                               |
| Non-loaded Loop (4-wire)                           | Parity with retail DS1 Private Line                       |
| DS1-capable Loop                                   | Parity with retail DS1 Private Line                       |
| xDSL-I capable Loop                                | Parity with retail Qwest DSL, with dispatch               |
| ISDN-capable Loop                                  | Parity with retail ISDN BRI                               |
| ADSL-qualified Loop                                | Parity with retail Qwest DSL, with dispatch               |

**OP- 6 – Delayed Days (continued)**

|  |  |
|--|--|
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate)   |
| Dark Fiber – Loop                                  | Diagnostic   |
| • E911/911 Trunks                                  | Parity with retail E911/911 Trunks   |
| • Enhanced Extended Loops (EELs) – (DS0 level)     | Diagnostic   |
| • Enhanced Extended Loops (EELs) – (DS1 level)     | OP-6A: Parity with retail DS1 Private Line<br>OP-6B: Diagnostic  |
| • Enhanced Extended Loops (EELs) – (DS3 level)     | Diagnostic   |
| <b>Availability:</b><br>Available                  | <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol> |

## OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop

|  |   |
|--|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b><br>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. <ul style="list-style-type: none"> <li>• Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.</li> <li>• “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.</li> <li>• “Lift” time is defined as when Qwest disconnects the existing loop.</li> <li>• “Completion time” is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Hours and Minutes   |
| <b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results   | <b>Disaggregation Reporting:</b> Statewide level.   |
| <b>Formula:</b><br>$\frac{\sum[\text{Completion time} - \text{Lift time}]}{\text{(Total Number of unbundled loops with coordinated cutovers completed in the reporting period)}}$  |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Time intervals associated with CLEC-caused delays.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> </ul>  |   |
| <b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for: <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All other Loop Types</li> </ul>  | <b>Standard:</b><br><b>CO:</b> 1 hour<br><b>All Other States:</b> Diagnostic in light of OP-13 (Coordinated Cuts On Time) |
| <b>Availability:</b><br><p style="text-align: center;">Available</p>   | <b>Notes:</b>   |

## OP-8 – Number Portability Timeliness

|   |  |
|---|--|
| <p><b>Purpose:</b><br/>Evaluates the timeliness of cutovers of local number portability (LNP).</p>  |  |
| <p><b>Description:</b><br/>           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.           <ul style="list-style-type: none"> <li>All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.</li> </ul>           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.           <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>“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.</li> </ul> </p> |  |
| <p><b>Reporting Period:</b> One month</p>   | <p><b>Unit of Measure:</b> Percent of triggers set on time</p> |
| <p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>   | <p><b>Disaggregation Reporting:</b> Statewide level.</p>       |
| <p><b>Formula:</b><br/>           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<br/><br/>           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</p>   |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>CLEC-caused delays in trigger setting.</li> <li>LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).</li> <li>LNP requests for which the records used as sources of data for these measurements have the following types of errors:               <ul style="list-style-type: none"> <li>Records with no PON (purchase order number) or STATE.</li> <li>Records where triggers cannot be set due to switch capabilities.</li> <li>Records with invalid due dates, <u>application dates</u>, or start dates.</li> <li>Records with invalid completion dates.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Invalid start/stop dates/times or invalid frame due or scheduled date/times.</li> </ul> </li> </ul>  |  |
| <p><b>Product Reporting:</b> None</p>   | <p><b>Standard:</b> 95%</p>                                    |
| <p><b>Availability:</b><br/>Available</p>   | <p><b>Notes:</b></p>   |

## 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)

|   |   |
|---|---|
| <p><b>Formula:</b></p> <p>OP-13A = <math>\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100</math></p> <p>OP-13B = <math>\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100</math></p>   |   |
| <p><b>Exclusions:</b></p> <p>Applicable to OP-13A:</p> <ul style="list-style-type: none"> <li>• Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.</li> </ul> <p>OP-13A &amp; OP-13B:</p> <ul style="list-style-type: none"> <li>• Records with invalid completion dates.</li> <li>• Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> <li>• Projects involving 25 or more lines.</li> </ul> |   |
| <p><b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for:</p> <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All Other Loops</li> </ul>   | <p><b>Standards:</b></p> <p><b>OP-13A:</b></p> <p><b>AZ:</b> 90 Percent or more</p> <p><b>All Other States:</b> 95 Percent or more</p> <p><b>OP-13B:</b> Diagnostic</p> |
| <p><b>Availability:</b></p> <p style="text-align: center;">Available</p>  | <p><b>Notes:</b></p>  |

## OP-15 – Interval for Pending Orders Delayed Past Due Date

**Purpose:**

Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

**Description:**

OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 1</sup>
- 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. <sup>NOTE 1</sup>

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 <sup>NOTE 2</sup>

OP-15B – Number of orders pending facilities

**Reporting Comparisons:**

CLEC aggregate, individual CLEC, Qwest retail

**Disaggregation Reporting:**

Statewide

**Formula:**

OP-15A =  $\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})] \div (\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})$

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<br>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)   |
| Centrex 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<br>(aggregate)                 | Diagnostic (Expectation: Parity with retail service)   |
| Frame Relay   | Diagnostic (Expectation: Parity with retail service)   |
| • Unbundled Network Element – Platform<br>(UNE-P) (POTS)        | Diagnostic (Expectation: Parity with retail service)   |
| • Unbundled Network Element – Platform<br>(UNE-P) (Centrex 21 ) | Diagnostic (Expectation: Parity with retail Centrex 21)                                      |
| • Unbundled Network Element – Platform<br>(UNE-P) (Centrex )    | Diagnostic (Expectation: Parity with retail Centrex)   |
| • Line Splitting  | Diagnostic (Expectation: Parity with retail Qwest<br>DSL)                                    |
| • Loop Splitting <sup>NOTE 3</sup>                              | Diagnostic   |
| • Line Sharing  | Diagnostic (Expectation: Parity with retail Qwest<br>DSL)                                    |
| • Sub-Loop Unbundling   | Diagnostic   |
| • LIS Trunks  | Diagnostic (Expectation: Parity with Feature Group D<br>(aggregate)) (separately reported)   |
| • Unbundled Dedicated Interoffice Transport (UDIT)              |  |
| UDIT – DS1 level  | Diagnostic (Expectation: Parity with DS1 Private<br>Line- Service)                           |
| UDIT – Above DS1 level  | Diagnostic (Expectation: Parity with Private Line-<br>Services above DS1 level)              |
| Dark Fiber – IOF  | Diagnostic   |
| • Unbundled Loops:  |  |
| Analog Loop   | Diagnostic (Expectation: Parity with retail Res and<br>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<br>with dispatch)                      |
| Loop types of DS3 or higher bit rate<br>(aggregate)             | Diagnostic (Expectation: Parity with retail DS3 and<br>higher bit-rate services (aggregate)) |
| Dark Fiber – Loop   | Diagnostic   |
| • E911/911 Trunks   | Diagnostic (Expectation: Parity with retail E911/911<br>Trunks)                              |
| • Enhanced Extended Loops (EELs)                                | Diagnostic   |

## OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

|                                   |  |
|-----------------------------------|--|
| <b>Availability:</b><br>Available | <b>Notes:</b> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li></ol> |
|-----------------------------------|--|

## 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.

|   |  |
|---|--|
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent            |
| <b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC  | <b>Disaggregation Reporting:</b> Statewide |
| <b>Formula:</b><br>$\left[ \frac{\text{Total number of LNP TNs ported pursuant to orders completed in the reporting period} - \text{Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred}}{\text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}} \right] \times 100$ |  |

## 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

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.  |   |
| <b>Description:</b><br>Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring.<br><ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below.</li> <li>• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent                     |
| <b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail levels.  | <b>Disaggregation Reporting:</b> Region-wide level. |
| <b>Formula:</b><br>$[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$   |   |
| <b>Exclusions:</b> Time spent in the VRU (Voice Response Unit) is not counted.   |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> Parity                             |
| <b>Availability:</b><br>Available  | <b>Notes:</b>                                       |

## MR-3 – Out of Service Cleared within 24 Hours

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>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).</p>  |  |
| <p><b>Description:</b><br/>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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>  |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b> Percent</p>   |
| <p><b>Reporting Comparisons:</b><br/>CLEC aggregate, individual CLEC and Qwest Retail results</p>  | <p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "<u>MSA</u>-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3A Dispatches within MSAs;</li> <li>MR-3B Dispatches outside MSAs; and</li> <li>MR-3C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3D In <u>Interval Zone 1</u> areas; and</li> <li>MR-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul> |
| <p><b>Formula:</b><br/> <math display="block">\left[ \frac{\text{Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours}}{\text{Total Number of Out of Service Trouble Reports closed in the reporting period}} \right] \times 100</math></p>  |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– 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).</li> <li>– 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).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |  |

### MR-3 – Out of Service Cleared within 24 Hours (Continued)

| Product Reporting:   | Standards:   |
|--|--|
| <b>MSA-Type Disaggregation -</b>                             |  |
| • Resale   |  |
| Residential single line service                              | Parity with retail service   |
| Business single line service                                 | Parity with retail service   |
| Centrex  | Parity with retail service   |
| Centrex 21   | Parity with retail service   |
| PBX Trunks   | Parity with retail service   |
| Basic ISDN   | Parity with retail service   |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with appropriate retail service   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21  |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Parity with retail Centrex   |
| • Line Splitting   | Parity with retail Qwest DSL   |
| • Loop Splitting <sup>NOTE 1</sup>                           | Diagnostic   |
| • Line Sharing   | <b>CO:</b> Parity with Qwest DSL<br><b>All Other States:</b> Parity with RES and BUS POTS                                    |
| • Sub-Loop Unbundling  | <b>CO:</b> Parity with retail ISDN-BRI<br><b>All Other States:</b> Diagnostic  |
| <b>Zone-type Disaggregation -</b>                            |  |
| • Resale   |  |
| Qwest DSL  | Parity with retail service   |
| • Unbundled Loops  |  |
| Analog Loop  | Parity with retail Res and Bus POTS  |
| Non-loaded Loop (2 wire)                                     | Parity with retail ISDN-BRI  |
| xDSL-I capable Loop  | Parity with retail Qwest IDSL  |
| ISDN-capable Loop  | Parity with ISDN-BRI   |
| ADSL-qualified Loop  | Parity with retail Qwest DSL   |
| <b>Availability:</b><br>Available                            | <b>Notes:</b><br>1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

## MR-4 – All Troubles Cleared within 48 hours

### Purpose:

Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

### Description:

Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

**Reporting Period:** One month

**Unit of Measure:** Percent

### Reporting Comparisons:

CLEC aggregate, individual CLEC and Qwest Retail results

### Disaggregation Reporting:

- Statewide level.
- Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving:
    - MR-4A Dispatches within MSAs;
    - MR-4B Dispatches outside MSAs; and
    - MR-4C No dispatches.
  - Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:
    - MR-4D In Interval Zone 1 areas; and
    - MR-4E In Interval Zone 2 areas

### Formula:

$$\left[ \frac{\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100$$

### 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:   |
|--|--|
| <b>MSA-Type Disaggregation -</b>                             |  |
| • Resale   |  |
| Residential single line service                              | Parity with retail service   |
| Business single line service                                 | Parity with retail service   |
| Centrex  | Parity with retail service   |
| Centrex 21   | Parity with retail service   |
| PBX Trunks   | Parity with retail service   |
| Basic ISDN   | Parity with retail service   |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with appropriate retail service   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21  |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Parity with retail Centrex   |
| • Line Splitting   | Parity with retail Qwest DSL   |
| • Loop Splitting <sup>NOTE 1</sup>                           | Diagnostic   |
| • Line Sharing   | Parity with RES and BUS POTS   |
| • Sub-Loop Unbundling  | Diagnostic   |
| <b>Zone-Type Disaggregation -</b>                            |  |
| • Resale   |  |
| Qwest DSL  | Parity with retail service   |
| • Unbundled Loops:   |  |
| Analog Loop  | Parity with retail Res and Bus POTS  |
| Non-loaded Loop (2 wire)                                     | Parity with retail ISDN-BRI  |
| xDSL-I capable Loop  | Parity with retail Qwest IDSL  |
| ISDN-capable Loop  | Parity with retail ISDN-BRI  |
| ADSL-qualified Loop  | Parity with retail Qwest DSL   |
| <b>Availability:</b><br>Available                            | <b>Notes:</b><br>1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

## MR-5 – All Troubles Cleared within 4 hours

**Purpose:**

Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

**Description:**

Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:**

CLEC aggregate, individual CLEC and Qwest Retail results

**Disaggregation Reporting:** Statewide level.

Results for listed products will be disaggregated according to trouble reports:

- MR-5A In Interval Zone 1 areas; and
- MR-5B In Interval Zone 2 areas.

**Formula:**

$$\left[ \frac{\text{(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours)}}{\text{(Total Trouble Reports closed in the reporting period)}} \right] \times 100$$

**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)**

|  |   |
|--|---|
| <b>Product Reporting:</b>                          | <b>Standards:</b>   |
| <b>Zone-Type Disaggregation -</b>                  |   |
| • Resale   |   |
| Primary ISDN                                       | Parity with retail service                                      |
| DS0  | Parity with retail service                                      |
| DS1  | Parity with retail service                                      |
| DS3 and higher bit-rate services (aggregate)       | Parity with retail service                                      |
| Frame Relay  | Parity with retail service                                      |
| • LIS Trunks                                       | Parity with Feature Group D (aggregate)                         |
| • Unbundled Dedicated Interoffice Transport (UDIT) |   |
| UDIT – DS1 level                                   | Parity with DS1 Private Line Service                            |
| UDIT – Above DS1 level                             | Parity with Private Line Services above DS1 level               |
| • Unbundled Loops:                                 |   |
| Non-loaded Loop (4-wire)                           | Parity with retail DS1  |
| DS1-capable Loop                                   | Parity with retail DS1  |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| • E911/911 Trunks                                  | Parity with retail E911/911 Trunks                              |
| • Enhanced Extended Loops (EELs) – (DS0 level)     | Diagnostic  |
| • Enhanced Extended Loops (EELs) – (DS1 level)     | Parity with retail DS1 Private Line                             |
| • Enhanced Extended Loops (EELs) – (DS3 level)     | Diagnostic  |
| <b>Availability:</b><br>Available                  | <b>Notes:</b>   |

## MR-6 – Mean Time to Restore

|  |  |
|--|--|
| <p><b>Purpose:</b><br/>Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.</p>   |  |
| <p><b>Description:</b><br/>Measures the time actually taken to clear trouble reports.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>  |  |
| <p><b>Reporting Period:</b> One month</p>  | <p><b>Unit of Measure:</b> Hours and Minutes</p>   |
| <p><b>Reporting Comparisons:</b><br/>CLEC aggregate, individual CLEC and Qwest Retail results</p>  | <p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "<u>MSA-Type Disaggregation</u>" will be reported according to trouble reports involving:<br/>MR-6A Dispatches within MSAs;<br/>MR-6B Dispatches outside MSAs; and<br/>MR-6C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under "<u>Zone-type Disaggregation</u>" will be disaggregated according to trouble reports involving:<br/>MR-6D In <u>Interval Zone 1</u> areas; and<br/>MR-6E In <u>Interval Zone 2</u> areas.</li> </ul> |
| <p><b>Formula:</b><br/> <math display="block">\frac{\sum[(\text{Date \&amp; Time Trouble Report Cleared}) - (\text{Date \&amp; Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}</math> </p>   |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– 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).</li> <li>– 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).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |  |

## MR-6 – Mean Time to Restore (Continued)

| Product Reporting:   | Standards:  |
|--|---|
| <b>MSA-Type Disaggregation -</b>                             |   |
| • Resale   |   |
| Residential single line service                              | Parity with retail service  |
| Business single line service                                 | Parity with retail service  |
| Centrex  | Parity with retail service  |
| Centrex 21   | Parity with retail service  |
| PBX Trunks   | Parity with retail service  |
| Basic ISDN   | Parity with retail service  |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with like retail service   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Parity with retail Centrex  |
| • Line Splitting   | Parity with retail Qwest DSL  |
| • Loop Splitting <sup>NOTE 1</sup>                           | Diagnostic  |
| • Line Sharing   | <b>CO:</b> Parity with Qwest DSL<br><b>All Other States:</b> Parity with RES and BUS POTS |
| • Sub-Loop Unbundling  | <b>CO:</b> Parity with retail ISDN-BRI<br><b>All Other States:</b> Diagnostic             |
| <b>Zone-Type Disaggregation -</b>                            |   |
| • Resale   |   |
| Qwest DSL  | Parity with retail service  |
| Primary ISDN   | Parity with retail service  |
| DS0  | Parity with retail service  |
| DS1  | Parity with retail service  |
| DS3 and higher bit-rate services (aggregate)                 | Parity with retail service  |
| Frame Relay  | Parity with retail service  |
| • LIS Trunks   | Parity with Feature Group D (aggregate)   |
| • Unbundled Dedicated Interoffice Transport (UDIT)           |   |
| UDIT – DS1 level   | Parity with retail DS1 Private Line   |
| UDIT – Above DS1 level                                       | Parity with retail Private Lines above DS1 level  |
| Dark Fiber – IOF   | Diagnostic  |
| • Unbundled Loops:   |   |
| Analog Loop  | Parity with retail Res and Bus POTS   |
| Non-loaded Loop (2-wire)                                     | Parity with retail ISDN BRI   |
| Non-loaded Loop (4-wire)                                     | Parity with retail DS1 Private Line   |
| DS1-capable Loop   | Parity with retail DS1 Private Line   |
| xDSL-I capable Loop  | Parity with retail Qwest IDSL   |
| ISDN-capable Loop  | Parity with retail ISDN BRI   |
| ADSL-qualified Loop  | Parity with retail Qwest DSL  |
| Loop types of DS3 and higher bit-rates (aggregate)           | Parity with retail DS3 and higher bit-rate Private Line services (aggregate)              |
| Dark Fiber – Loop  | Diagnostic  |
| • E911/911 Trunks  | Parity with retail E911/911 Trunks  |
| • Enhanced Extended Loops (EELs) – (DS0 level)               | Diagnostic  |
| • Enhanced Extended Loops (EELs) – (DS1 level)               | Parity with retail DS1 Private Line   |
| • Enhanced Extended Loops (EELs) – (DS3 level)               | Diagnostic  |

## MR-6 – Mean Time to Restore (Continued)

|                                   |  |
|-----------------------------------|--|
| <b>Availability:</b><br>Available | <b>Notes:</b><br>1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |
|-----------------------------------|--|

## MR-7 – Repair Repeat Report Rate

### Purpose:

Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).

### Description:

Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.

**Unit of Measure:** Percent

**Reporting Comparisons:**  
CLEC  
aggregate,  
individual  
CLEC and  
Qwest Retail  
results

**Disaggregation Reporting:** Statewide level.

- Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving:  
MR-7A Dispatches within MSAs;  
MR-7B Dispatches outside MSAs; and  
MR-7C No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:  
MR-7D In Interval Zone 1 areas; and  
MR-7E In Interval Zone 2 areas.

### Formula:

$$\left[ \frac{\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}}{\text{Total number of Trouble Reports Closed in the reporting period}} \right] \times 100$$

### Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.

## MR-7 – Repair Repeat Report Rate (Continued)

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Records with invalid cleared or closed dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |  |
| <b>Product Reporting:</b>   | <b>Standards:</b>  |
| <b>MSA-Type Disaggregation -</b>  |  |
| <ul style="list-style-type: none"> <li>Resale</li> </ul>  |  |
| 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   |
| <ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (POTS)</li> </ul>   | Parity with like retail service  |
| <ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex 21)</li> </ul>   | Parity with retail Centrex 21  |
| <ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex)</li> </ul>  | Parity with retail Centrex   |
| <ul style="list-style-type: none"> <li>Line Splitting</li> </ul>  | Parity with Qwest Retail DSL   |
| <ul style="list-style-type: none"> <li>Loop Splitting <sup>NOTE 1</sup></li> </ul>  | Diagnostic   |
| <ul style="list-style-type: none"> <li>Line Sharing</li> </ul>  | <b>AZ &amp; CO:</b> Parity with Qwest Retail DSL                             |
|   | <b>All Other States:</b> Diagnostic Comparison with Qwest Retail DSL         |
| <ul style="list-style-type: none"> <li>Sub-Loop Unbundling</li> </ul>   | <b>CO:</b> Parity with Retail ISDN-BRI                                       |
|   | <b>All Other States:</b> Diagnostic  |
| <b>Zone-Type Disaggregation -</b>   |  |
| <ul style="list-style-type: none"> <li>Resale</li> </ul>  |  |
| 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   |
| <ul style="list-style-type: none"> <li>LIS Trunks</li> </ul>  | Parity with Feature Group D (aggregate)                                      |
| <ul style="list-style-type: none"> <li>Unbundled Dedicated Interoffice Transport (UDIT)</li> </ul>  |  |
| 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   |
| <ul style="list-style-type: none"> <li>Unbundled Loops:</li> </ul>  |  |
| Analog Loop   | Parity with retail Res and Bus POTS  |
| Non-loaded Loop (2-wire)  | Parity with retail ISDN BRI  |
| Non-loaded Loop (4-wire)  | Parity with retail DS1 Private Line  |
| DS1-capable Loop  | Parity with retail DS1 Private Line  |
| xDSL-I capable Loop   | Parity with retail Qwest IDSL  |
| ISDN-capable Loop   | Parity with retail ISDN BRI  |
| ADSL-qualified Loop   | Parity with retail Qwest DSL   |
| Loop types of DS3 and higher bit-rates (aggregate)  | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop   | Diagnostic   |
| <ul style="list-style-type: none"> <li>E911/911 Trunks</li> </ul>   | Parity with retail E911/911 Trunks   |

## MR-7 – Repair Repeat Report Rate (Continued)

|   |  |
|---|--|
| <ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS0 level)</li></ul>    | Diagnostic   |
| <ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS1 level)</li></ul>    | Parity with retail DS1 Private Line  |
| <ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS3 level)</li></ul>    | Diagnostic   |
| <b>Availability:</b><br>Targeted availability with July 2004 results reported in September 2004 | <b>Notes:</b><br>1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

## MR-8 – Trouble Rate

|   |   |
|---|---|
| <b>Purpose:</b><br>Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.   |   |
| <b>Description:</b><br>Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>  |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent                   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results  | <b>Disaggregation Reporting:</b> Statewide level. |
| <b>Formula:</b><br>$[(\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}) \div (\text{Total number of the specified services that are in service in the reporting period})] \times 100$   |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– 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).</li> <li>– For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |   |

**MR-8 – Trouble Rate (continued)**

| Product Reporting:   | Standards:  |
|--|---|
| • Resale   |   |
| Residential single line service                              | Parity with retail service  |
| Business single line service                                 | Parity with retail service  |
| Centrex  | Parity with retail service  |
| Centrex 21   | Parity with retail service  |
| PBX Trunks   | Parity with retail service  |
| Basic ISDN   | Parity with retail service  |
| Qwest DSL  | Parity with Qwest DSL service   |
| Primary ISDN   | Parity with retail service  |
| DS0  | Parity with retail service  |
| DS1  | Parity with retail service  |
| DS3 and higher bit-rate services (aggregate)                 | Parity with retail service  |
| Frame Relay  | Parity with retail service  |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Parity with like retail service   |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Parity with retail Centrex 21   |
| • Unbundled Network Element – Platform(UNE-P) (Centrex)      | Parity with retail Centrex  |
| • Line Splitting   | Parity with retail Qwest DSL  |
| • Loop Splitting <sup>NOTE 1</sup>                           | Diagnostic  |
| • Line Sharing   | <b>CO:</b> Parity with Qwest DSL<br><b>All Other States:</b> Parity with RES and BUS POTS |
| • Sub-Loop Unbundling  | <b>CO:</b> Parity with retail ISDN-BRI<br><b>All Other States:</b> Diagnostic             |
| • LIS Trunks   | Parity with Feature Group D (aggregate)   |
| • Unbundled Dedicated Interoffice Transport (UDIT)           |   |
| UDIT – DS1 level   | Parity with retail DS1 Private Line Service   |
| UDIT – Above DS1 level                                       | Parity with retail Private Lines above DS1 level  |
| Dark Fiber – IOF   | Diagnostic  |
| • Unbundled Loops:   |   |
| Analog Loop  | Parity with retail Res and Bus POTS   |
| Non-loaded Loop (2-wire)                                     | Parity with retail ISDN BRI   |
| Non-loaded Loop (4-wire)                                     | Parity with retail DS1 Private Line   |
| DS1-capable Loop   | Parity with retail DS1 Private Line   |
| xDSL-I capable Loop  | Parity with retail Qwest IDSL   |
| ISDN-capable Loop  | Parity with retail ISDN BRI   |
| ADSL-qualified Loop  | Parity with retail Qwest DSL  |
| Loop types of DS3 and higher bit-rates (aggregate)           | Parity with retail DS3 and higher bit-rate services (aggregate)                           |
| Dark Fiber – Loop  | Diagnostic  |
| • E911/911 Trunks  | Parity with retail E911/911 Trunks  |
| • Enhanced Extended Loops (EELs) – (DS0 level)               | Diagnostic  |
| • Enhanced Extended Loops (EELs) – (DS1 level)               | Parity with retail DS1 Private Line   |
| • Enhanced Extended Loops (EELs) – (DS3 level)               | Diagnostic  |

**MR-8 – Trouble Rate (continued)**

|   |  |
|---|--|
| <p><b>Availability:</b><br/>Available</p> | <p><b>Notes:</b><br/>1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</p> |
|---|--|

## MR-9 – Repair Appointments Met

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.  |   |
| <b>Description:</b><br>Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>  |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results   | <b>Disaggregation Reporting:</b> Statewide level.<br>Results for listed services will be disaggregated and reported according to trouble reports involving:<br>MR-9A    Dispatches within <u>MSAs</u> ;<br>MR-9B    Dispatches outside <u>MSAs</u> ; and<br>MR-9C    No dispatches. |
| <b>Formula:</b><br>$[(\text{Total Trouble Reports Cleared by appointment date and time}) \div (\text{Total Trouble Reports Closed in the Reporting Period})] \times 100$   |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– 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).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• 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.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul> |   |
| <b>Product Reporting:</b><br>Resale:<br>Residential single line service<br>Business single line service<br>Centrex<br>Centrex 21<br>PBX Trunks<br>Basic ISDN<br>Unbundled Elements – Platform (UNE-P)<br>(POTS)  | <b>Standard:</b> Parity   |
| <b>Availability:</b><br>Available  | <b>Notes:</b>   |

## MR-10 – Customer and Non-Qwest Related Trouble Reports

|   |  |
|---|--|
| <p><b>Purpose:</b><br/>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.</p>  |  |
| <p><b>Description:</b><br/>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:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> |  |
| <p><b>Reporting Period:</b> One month</p>   | <p><b>Unit of Measure:</b> Percent</p>                   |
| <p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>   | <p><b>Disaggregation Reporting:</b> Statewide level.</p> |
| <p><b>Formula:</b><br/> <math display="block">\left[ \frac{\text{((Number of Trouble Reports coded to disposition codes specified above))}}{\text{(Total Number of Trouble Reports Closed in the Reporting Period)}} \right] \times 100</math> </p>   |  |
| <p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> </ul>  |  |

## MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

| Product Reporting:   | Standards:    |
|--|---------------|
| • Resale   |               |
| Residential single line service                              | Diagnostic    |
| Business single line service                                 | Diagnostic    |
| Centrex  | Diagnostic    |
| Centrex 21   | Diagnostic    |
| PBX Trunks   | Diagnostic    |
| Basic ISDN   | Diagnostic    |
| Qwest DSL  | Diagnostic    |
| • Unbundled Network Element – Platform (UNE-P) (POTS)        | Diagnostic    |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21 ) | Diagnostic    |
| • Unbundled Network Element – Platform (UNE-P) (Centrex)     | Diagnostic    |
| • Resale   |               |
| Primary ISDN   | Diagnostic    |
| DS0  | Diagnostic    |
| DS1  | Diagnostic    |
| DS3 and higher bit-rate services (aggregate)                 | Diagnostic    |
| Frame Relay  | Diagnostic    |
| • LIS Trunks   | Diagnostic    |
| • Unbundled Dedicated Interoffice Transport (UDIT)           |               |
| UDIT – DS1 level   | Diagnostic    |
| UDIT – Above DS1 level                                       | Diagnostic    |
| • Unbundled Loops:   |               |
| Analog Loop  | Diagnostic    |
| Non-loaded Loop (2-wire)                                     | Diagnostic    |
| Non-loaded Loop (4-wire)                                     | Diagnostic    |
| DS1-capable Loop   | Diagnostic    |
| xDSL-I capable Loop  | Diagnostic    |
| ISDN-capable Loop  | Diagnostic    |
| ADSL-qualified Loop  | Diagnostic    |
| Loop types of DS3 and higher bit-rates (aggregate)           | Diagnostic    |
| • E911/911 Trunks  | Diagnostic    |
| <b>Availability:</b><br>Available                            | <b>Notes:</b> |

## 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 =  $\left[ \frac{\text{(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours)}}{\text{(Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)}} \right] \times 100$

MR-11B =  $\left[ \frac{\text{(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours)}}{\text{(Total Number of specified LNP-only Trouble Reports closed in the reporting period)}} \right] \times 100$

**MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)**

**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.

**Product Reporting: LNP**

**Standards:**

MR-11A:

- 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

MR-11B:

- 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.

**Availability:**

Available

**Notes:**

## Billing

### BI-1 – Time to Provide Recorded Usage Records

|   |  |
|---|--|
| <b>Purpose:</b><br>Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.  |  |
| <b>Description:</b><br>Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.<br>BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, <sup>NOTE 1</sup> local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.<br>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.<br>BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows: <ul style="list-style-type: none"> <li>• BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,<sup>NOTE 1</sup> subject to exclusions specified below.</li> <li>• 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.</li> </ul> |  |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b><br>BI-1A, BI-1C-1, BI-1C-2: Average <u>Business Days</u><br>BI-1B: Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results  | <b>Disaggregation Reporting:</b> State level.  |
| <b>Formula:</b><br>BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = $\sum(\text{Date Record Transmitted or made available} - \text{Date Usage Recorded}) \div (\text{Total number of records})$<br><br>BI-1B = $[(\# \text{ of daily usage records for Jointly provided switched access sent within four days}) \div (\text{Total daily usage records for Jointly provided switched access in the report period})] \times 100$  |  |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Instances where the CLEC requests other than daily usage transmission or availability.</li> <li>• Duplicate records.</li> </ul>   |  |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Jointly-provided Switched Access</li> </ul>   | <b>Standards:</b><br>BI-1A: Parity with Qwest retail.<br>BI-1B: 95% within 4 business days<br>BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A |
| <b>Availability:</b><br>Available   | <b>Notes:</b><br>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

|   |  |
|---|--|
| <b>Purpose:</b><br>Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.  |  |
| <b>Description:</b><br>Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none"> <li>Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.</li> </ul> |  |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent              |
| <b>Reporting Comparisons:</b> Combined Qwest Retail/CLEC results (Parity by design)   | <b>Disaggregation Reporting:</b> State level |
| <b>Formula:</b><br>$\left[ \frac{\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}}{\text{Total Number of Invoices}} \right] \times 100$  |  |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>Bills transmitted via paper, magnetic tape, CD-ROM, diskette.</li> <li>Records with missing data essential to the calculation of the measurement per the PID.</li> </ul>  |  |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>UNEs and Resale</li> </ul>   | <b>Standard:</b><br>Parity by design.        |
| <b>Availability:</b><br>Available   | <b>Notes:</b>                                |

### BI-3 – Billing Accuracy – Adjustments for Errors

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.   |   |
| <b>Description:</b><br>Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> <li>• Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.</li> <li>• "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.)</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results   | <b>Disaggregation Reporting:</b> State level.   |
| <b>Formula:</b><br>$\left[ \frac{\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors}}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$   |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale – None</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</li> </ul>  |   |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use (MOU)</li> </ul>  | <b>Standards:</b> <ul style="list-style-type: none"> <li>• BI-3A – UNEs and Resale: Parity with Qwest retail bills.</li> <li>• BI-3B – Reciprocal Compensation (MOU) – 95%</li> </ul> |
| <b>Availability:</b><br><p style="text-align: center;">Available</p>   | <b>Notes:</b>   |

## BI-4 – Billing Completeness

|  |   |
|--|---|
| <b>Purpose:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.</li> <li>• 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.</li> </ul>  |   |
| <b>Description:</b><br><br>BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*<br><br>BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*<br><br>* Correct bill = next available bill   |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results   | <b>Disaggregation Reporting:</b> Statewide level.   |
| <b>Formula:</b><br>BI-4A – UNEs and Resale = $[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100$<br><br>BI-4B – Reciprocal Compensation MOU = $[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100$ |   |
| <b>Exclusions:</b> None  |   |
| <b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Reciprocal Compensation (MOU)</li> </ul>   | <b>Standards:</b><br><b>BI-4A</b> - UNEs and Resale: Parity with Qwest Retail bills.<br><b>BI-4B</b> - Reciprocal Compensation (MOU): 95% |
| <b>Availability:</b><br><br>Available  | <b>Notes:</b>   |

## Database Updates

### DB-1 – Time to Update Databases

|  |  |
|--|--|
| <b>Purpose:</b><br>Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.  |  |
| <b>Description:</b> <ul style="list-style-type: none"> <li>• Measures the average time required to update the databases of E911, LIDB, and Directory Builder.</li> <li>• Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> <li>• 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.</li> <li>• 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.</li> </ul> |  |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b><br>E911 – Hrs: Mins.<br>LIDB & Directory Listings – Seconds  |
| <b>Reporting Comparisons:</b><br>DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate;<br>DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates;<br>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. <sup>NOTE 1</sup>   | <b>Disaggregation Reporting:</b><br>DB-1A: E911 for Qwest Retail and Reseller CLEC–State level<br>DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level<br>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 |
| <b>Formula:</b><br>$\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})] \div \text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}$   |  |
| <b>Exclusion:</b> <ul style="list-style-type: none"> <li>• Invalid start/stop dates/times.</li> </ul>  |  |

## DB-1 – Time to Update Databases (continued)

|   |  |
|---|--|
| <b>Product Reporting:</b><br>Not applicable (Reported by database type) | <b>Standards:</b><br>DB-1A-E911: Parity by design<br>DB-1B-LIDB: Parity by design<br>DB-1C-1 - Listings: Parity by design  |
| <b>Availability:</b><br>Available                                       | <b>Notes:</b><br>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

|   |   |
|---|---|
| <b>Purpose:</b><br>Evaluates the accuracy of database updates completed without errors in the reporting period.   |   |
| <b>Description:</b> <ul style="list-style-type: none"> <li>Measures the percentage of database updates completed without errors in the reporting period.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> </ul> |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b><br>DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates   | <b>Disaggregation Reporting:</b><br>DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide  |
| <b>Formula:</b><br>$\left[ \frac{\text{Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period}}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}} \right] \times 100$ |   |
| <b>Exclusions:</b><br>Invalid start/stop dates/times.   |   |
| <b>Product Reporting:</b><br>Not applicable (Reported by database type)   | <b>Standards:</b><br>DB-2C-1 – Listings: Parity by design <sup>NOTE 1</sup>   |
| <b>Availability:</b><br>Available   | <b>Notes:</b> <ol style="list-style-type: none"> <li>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.</li> </ol> |

## Directory Assistance

### DA-1 – Speed of Answer – Directory Assistance

|  |  |
|--|--|
| <b>Purpose:</b><br>Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.  |  |
| <b>Description:</b><br>Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls.<br><ul style="list-style-type: none"> <li>• Includes all calls to Qwest directory assistance during the reporting period.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> |  |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Seconds                                    |
| <b>Reporting Comparisons:</b> Results for Qwest and all CLECs are combined.  | <b>Disaggregation Reporting:</b><br>Sub-region applicable to state |
| <b>Formula:</b><br>$\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$   |  |
| <b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.   |  |
| <b>Product Reporting:</b> None   | <b>Standard:</b> Parity by design                                  |
| <b>Availability:</b><br><br>Available  | <b>Notes:</b>  |

## Operator Services

### OS-1 – Speed of Answer – Operator Services

|  |  |
|--|--|
| <b>Purpose:</b><br>Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.   |  |
| <b>Description:</b><br>Measures the time following first ring until a call is answered by the Qwest agent. <ul style="list-style-type: none"> <li>• Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below.</li> <li>• 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.</li> <li>• 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.</li> </ul> |  |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Seconds                                    |
| <b>Reporting Comparisons:</b> Qwest and all CLECs are aggregated in a single measure.  | <b>Disaggregation Reporting:</b><br>Sub-region applicable to state |
| <b>Formula:</b><br>$\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$   |  |
| <b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.   |  |
| <b>Product Reporting:</b> None   | <b>Standard:</b> Parity by design                                  |
| <b>Availability:</b><br><div style="text-align: center;">Available</div>   | <b>Notes:</b>  |

# Network Performance

## NI-1 – Trunk Blocking

|   |   |
|---|---|
| <b>Purpose:</b><br>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.  |   |
| <b>Description:</b><br>Measures the percentage of trunks blocking in interconnection and interoffice final trunks. <ul style="list-style-type: none"> <li>• 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.</li> </ul>   |   |
| <b>Reporting Period:</b> One month  | <b>Unit of Measure:</b> Percent Blockage  |
| <b>Reporting Comparisons:</b><br>CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.   | <b>Disaggregation Reporting:</b> Statewide level.<br>Reports the percentage of trunks blocking in interconnection final trunks, reported by: <ul style="list-style-type: none"> <li>NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions;</li> <li>NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.</li> </ul> |
| <b>Formula:</b><br>$\left\{ \left[ \sum (\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group}) \right] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}) \right\} \times 100$  |   |
| 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.   |   |
| <b>Exclusions:</b><br><u>For NI-1A and NI-1B only:</u> <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which:             <ul style="list-style-type: none"> <li>– A Trunk Group Service Request (TGSR)<sup>NOTES 1 &amp; 2</sup> has been issued in the reporting period; or</li> <li>– CLECs do not submit, within 20 calendar days of receiving a TGSR:                 <ul style="list-style-type: none"> <li>a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons<sup>NOTE 3</sup>);</li> <li>b) Trouble Reports; or</li> <li>c) Notification of traffic re-routing (as described in Note 1 below).</li> </ul> </li> </ul> </li> </ul> <u>For NI-1A, NI-1B, NI-1C, and NI-1D:</u> <ul style="list-style-type: none"> <li>• 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:             <ul style="list-style-type: none"> <li>– Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;</li> <li>– The CLEC placing trunks in a “busy” condition;</li> <li>– 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 <u>lack of facilities</u>, 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<sup>NOTE 4</sup>); or</li> <li>– 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.</li> </ul> </li> </ul> |   |

## 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:

LIS Trunks

### Standards:

Where NI-1A  $\leq$  1%: 1 %  
 Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems  
 Where NI-1B  $\leq$  1%: 1 %  
 Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices  
 NI-1C and NI-1D: Diagnostic <sup>NOTE 5</sup>

### 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" <sup>NOTE 1</sup> 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. <sup>NOTE 2</sup>

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)

|                                   |  |
|-----------------------------------|--|
| <b>Product Reporting:</b> None    | <b>Standards:</b><br>NP-1A: Parity<br>NP-1B: Diagnostic  |
| <b>Availability:</b><br>Available | <b>Notes:</b> <ol style="list-style-type: none"><li>1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits.</li><li>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.</li></ol> |

# 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. <sup>NOTE 1</sup>
- 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

**CP-1 – Collocation Completion Interval (continued)**

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.

|  |   |
|--|---|
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Calendar Days       |
| <b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results   | <b>Disaggregation Reporting:</b> Statewide. |
| <p><b>Formula:</b> (for CP-1A, CP-1B and CP-1C)<br/> <math>\Sigma[(\text{Collocation Completion Date}) - (\text{Complete Application Date})] \div (\text{Total Number of Collocations Completed in Reporting Period})</math></p> |   |

## CP-1 – Collocation Completion Interval (continued)

|  |   |
|--|---|
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.</li> <li>• 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.</li> <li>• 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.</li> <li>• Cancelled or expired applications.</li> </ul> |   |
| <b>Product Reporting:</b> None   | <b>Standards:</b><br>CP-1A: 90 calendar days<br>CP-1B: 120 calendar days<br>CP-1C: 150 calendar days  |
| <b>Availability:</b><br>Available  | <b>Notes:</b><br>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-2 – Collocations Completed within Scheduled Intervals

### Purpose:

Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

### Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service Date RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.<sup>NOTE 1</sup>
- 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

## CP-2 – Collocations Completed within Scheduled Intervals (continued)

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)

$$\left[ \frac{\text{Count of Collocations for which the RFS is met}}{\text{Total Number of Collocations Completed in the Reporting Period}} \right] \times 100$$

**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)**

|   |   |
|---|---|
| <p><b>Availability:</b><br/>Available</p> | <p><b>Notes:</b></p> <ol style="list-style-type: none"><li>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).</li></ol> |
|---|---|

### CP-3 – Collocation Feasibility Study Interval

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.  |   |
| <b>Description:</b><br>Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> <li>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.<sup>NOTE 1</sup></li> <li>Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>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 <u>business day</u> following the weekend or holiday.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Calendar Days   |
| <b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results   | <b>Disaggregation Reporting:</b> Statewide level.   |
| <b>Formula:</b><br>$\frac{\sum[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})]}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$   |   |
| <b>Exclusions:</b> <ul style="list-style-type: none"> <li>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.</li> </ul>   |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> 10 calendar days or less   |
| <b>Availability:</b><br>Available  | <b>Notes:</b> <ol style="list-style-type: none"> <li>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).</li> </ol> |

## CP-4 – Collocation Feasibility Study Commitments Met

|  |   |
|--|---|
| <b>Purpose:</b><br>Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.   |   |
| <b>Description:</b><br>Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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. <sup>NOTE 1</sup></li> <li>• Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• 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 <u>business day</u> following the weekend or holiday.</li> <li>• 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.</li> </ul> |   |
| <b>Reporting Period:</b> One month   | <b>Unit of Measure:</b> Percent   |
| <b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results   | <b>Disaggregation Reporting:</b> Statewide level.   |
| <b>Formula:</b><br>$\left[ \frac{\text{(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals)}}{\text{(Total applicable Collocation Feasibility studies completed in the reporting period)}} \right] \times 100$  |   |
| <b>Exclusions:</b> None  |   |
| <b>Product Reporting:</b> None   | <b>Standard:</b> 90 percent or more   |
| <b>Availability:</b><br>Available  | <b>Notes:</b><br>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 4<sup>th</sup>, 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.

## DEFINITION OF TERMS (continued)

**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.

## DEFINITION OF TERMS (continued)

**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.

## DEFINITION OF TERMS (continued)

**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  |

**GLOSSARY OF ACRONYMS (continued)**

| <b>ACRONYM</b> | <b>DESCRIPTION</b>  |
|----------------|---|
| OOS            | Out of service (type of trouble condition)  |
| OSS            | Operations Support Systems  |
| PBX            | Private Branch Exchange   |
| PON            | Purchase Order Number   |
| POTS           | Plain Old Telephone Service   |
| PRI            | Primary Rate Interface (type of ISDN service)   |
| RFS            | Ready for Service (refers to collocation installations)   |
| SIA            | SAAFE (Strategic Application Architecture Framework and Environment) Information Access   |
| SOP            | Service Order Processor   |
| SOT            | Service Order Type  |
| SS7            | Signaling System 7  |
| STP            | Signaling Transfer Point  |
| TN             | Telephone Number  |
| UDIT           | Unbundled Dedicated Interoffice Transport   |
| UNE            | Unbundled Network Element   |
| UNE-P          | Unbundled Network Element – Platform  |
| VRU            | Voice Response Unit   |
| WFA            | Work Force Administration   |
| XDSL           | (x) Digital Subscriber Line. (The "x" prefix refers to DSL generically. An "x" replaced by an "A" refers to Asymmetric DSL, and by an "H" refers to High-bit-rate DSL.) |

# APPENDIX A

## PO-20 Feature Detail Fields

### Feature Detail

#### Resale and UNE-P (POTS and Centrex 21):

##### **CFN**

Validate the call forwarding TN

##### **CFNB**

Validate the call forwarding TN

##### **CFND**

Validate the call forwarding TN

##### **RCYC**

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

##### **HLN (HLA Hot Line)**

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

##### **LINK (HME CALL FORWARDING TO CELLULAR)**

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

##### **DES on DID MBB**

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

## APPENDIX A (continued)

### ***TN on Custom Ring USOC (RGG1A etc.)***

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

### ***CAS (If provided on LSR for SEA)***

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

### ***WW (if provided on LSR for TFM)***

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

### ***MBOA (if provided on LSR for VFN)***

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

### ***DES on VGT (if provided on LSR)***

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

### ***WLT (WLS Warm Line)***

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

## APPENDIX A (continued)

### FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

#### ***SIT (if provided on LSR for WFA)***

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

#### ***SIS (if provided on LSR for WFA)***

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

#### ***ELN (if provided on LSR for WFA)***

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

#### ***ELA (if provided on LSR for WFA)***

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

#### ***AOS (if provided on LSR for WFA)***

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

#### ***ALC (if provided on LSR for WFA)***

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

## APPENDIX A (continued)

### Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

***KEY (If provided on LSR for Electronic Business Set EBS USOCs)***

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

***MADN (If provided on LSR for Electronic Business Set EBS USOCs)***

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

***ROL (If provided on LSR for Electronic Business Set EBS USOCs)***

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

***TTYD (If provided on LSR for C2TAX)***

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

## APPENDIX A (continued)

### FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

#### ***CPG (If provided on LSR for E3PPK)***

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

#### ***CPUO (If provided on LSR for E3PPK)***

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

#### ***CPUT (If provided on LSR for E3PPK)***

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

### FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

#### ***SCG (If provided on LSR for Speed call USOCs)***

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

#### ***CSL (If provided on LSR for Speed call USOCs)***

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The CSL FID along with the 2 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

#### ***SCF (If provided on LSR for Speed call USOCs)***

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

**EXHIBIT C**

**RESERVED FOR FUTURE USE**

**EXHIBIT D**

**RESERVED FOR FUTURE USE**

**EXHIBIT E**

**RESERVED FOR FUTURE USE**

**EXHIBIT F**

**RESERVED FOR FUTURE USE**

**EXHIBIT G**

**RESERVED FOR FUTURE USE**

**EXHIBIT H**

**RESERVED FOR FUTURE USE**

**EXHIBIT I**

**RESERVED FOR FUTURE USE**

**EXHIBIT J**

**RESERVED FOR FUTURE USE**

## 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 to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0.

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result

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would be required to meet the standard and has not been attained. In such a situation, the determination of whether Qwest meets or fails the benchmark standard will be made using performance results for the month in question, plus a sufficient number of consecutive months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month.

### 3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

### 4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified "z-test," for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

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$M_{QWEST}$  = Qwest average or proportion

$M_{CLEC}$  = CLEC average or proportion

$\sigma_{DIFF}$  = square root  $\left[ \sigma^2_{Qwest} \left( \frac{1}{n_{CLEC}} + \frac{1}{n_{Qwest}} \right) \right]$

$\sigma^2_{Qwest}$  = 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  $\alpha$ , the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The  $\alpha$  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

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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<br>(Sample size) | LIS Trunks, UDITs,<br>Resale, UBL-DS1 and<br>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.

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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              |         |         |         |         |         |         |  |

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| 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

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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:

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- GA-1: Gateway Availability - IMA-GUI
- GA-2: Gateway Availability - IMA-EDI
- GA-3: Gateway Availability – EB-TA
- GA-4: System Availability – EXACT
- GA-6: Gateway Availability – GUI-Repair
- PO-1: Pre-Order/Order Response Times
- OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
- MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

**TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS**

| Measurement  | Performance        | State Payment | 14 State Payment |
|--------------|--------------------|---------------|------------------|
| GA-1,2,3,4,6 | 1% or lower        | \$1,000       | \$14,000         |
|              | >1% to 3%          | \$10,000      | \$140,000        |
|              | >3% to 5%          | \$20,000      | \$280,000        |
|              | >5%                | \$30,000      | \$420,000        |
| PO-1         | 2 sec. Or less     | \$1,000       | \$14,000         |
|              | >2 sec. to 5 sec.  | \$5,000       | \$70,000         |
|              | >5 sec. to 10 sec. | \$10,000      | \$140,000        |
|              | >10 sec.           | \$15,000      | \$210,000        |
| OP-2/MR-2    | 1% or lower        | \$1,000       | \$14,000         |
|              | >1% to 3%          | \$5,000       | \$70,000         |
|              | >3% to 5%          | \$10,000      | \$140,000        |
|              | >5%                | \$15,000      | \$210,000        |

7.5 Payment of Tier 2 Funds: Payments to 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.

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### 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  $\% \text{ diff} = (\text{CLEC result} - \text{Calculated Value}) / \text{Calculated Value}$ .

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.

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### 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  $\% \text{ diff} = (\text{actual average} - \text{calculated average}) / \text{calculated average}$ .

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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  $\text{diff} = (\text{CLEC result} - \text{calculated percentage})$ . 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:  $\text{diff} = (\text{CLEC rate} - \text{calculated rate})$ . 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.

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### 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.

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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.

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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 1/3<sup>rd</sup> 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<sup>th</sup> 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."

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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

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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

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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.

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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

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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

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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

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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,

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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.

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### 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 |
| <b>GATEWAY</b>                              |   |                 |     |      |                 |     |      |
| Timely Outage Resolution                    | GA-7                                      |                 |     |      |                 |     | X    |
| <b>PRE-ORDER/ORDERS</b>                     |   |                 |     |      |                 |     |      |
| LSR Rejection Notice Interval               | PO-3 <sup>a</sup>                         | X               |     |      |                 |     |      |
| Firm Order Confirmations On Time            | PO-5                                      | X               |     |      |                 | X   |      |
| Work Completion Notification Timeliness     | PO-6 <sup>b</sup>                         | X               |     |      |                 |     |      |
| Billing Completion Notification Timeliness  | PO-7 <sup>b</sup>                         | X               |     |      |                 |     |      |
| Jeopardy Notice Interval                    | PO-8                                      | X               |     |      |                 |     |      |
| Timely Jeopardy Notices                     | PO-9                                      | X               |     |      |                 |     |      |
| Release Notifications                       | PO-16                                     |                 |     |      |                 |     | X    |
| (Expanded) – Manual Service Order Accuracy  | PO-20 <sup>c</sup>                        |                 | X   |      |                 |     |      |
| <b>ORDERING AND PROVISIONING</b>            |   |                 |     |      |                 |     |      |
| Installation Commitments Met                | OP-3                                      |                 |     | X    |                 | X   |      |
| Installation Intervals                      | OP-4 <sup>d</sup>                         |                 |     | X    |                 | X   |      |
| New Service Quality                         | OP-5a                                     |                 |     | X    |                 | X   |      |
| Delayed Days                                | OP-6 <sup>e</sup>                         |                 |     | 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   |      |
| <b>MAINTENANCE AND REPAIR</b>               |   |                 |     |      |                 |     |      |
| Out of Service Cleared within 24 hours      | MR-3                                      |                 |     | X    |                 |     |      |
| All Troubles Cleared within 4 hours         | MR-5                                      |                 |     | X    |                 |     |      |
| Mean time to Restore                        | MR-6a,b,c,d <sup>f</sup> , e <sup>f</sup> |                 |     | 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   |      |
| <b>BILLING</b>                              |   |                 |     |      |                 |     |      |
| Time to Provide Recorded Usage Records      | BI-1                                      | X               |     |      |                 |     | X    |
| Billing Accuracy-Adjustments for Errors     | BI-3                                      | X               |     |      |                 |     |      |
| Billing Completeness                        | BI-4                                      | X               |     |      |                 | X   |      |
| <b>NETWORK PERFORMANCE</b>                  |   |                 |     |      |                 |     |      |
| Trunk Blocking                              | NI-1                                      |                 |     | X    |                 |     | X    |
| NXX Code Activation                         | NP-1                                      |                 |     | X    |                 |     | X    |

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- a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.
- b. PO-6 is included with PO-7 as two "families:" PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.
- c. Low Volume Exception: In lieu of Section 2.4 for PO-20, where CLEC order volumes for a given month are less than 17 in Phase 1, less than 13 in Phase 2, and less than 10 in Phase 3 and subsequent phases, a benchmark standard of "no more than one order with PO-20 errors" is applied. Under this provision, no payment applies if there is only one order with errors.  
  
Stabilization Period: For each phase beginning with Phase 1, there will be no more than a 3-month measurement stabilization period for all fields introduced in that phase. Performance results that include all such fields are not subject to payments during the measurement stabilization period.
- d. OP-4 is included with OP-6 as five "families:" OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.
- e. 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).
- f. Applicable only to xDSL-I capable loops.

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## **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)